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The Solicitors' Journal.

LONDON, APRIL 3, 1875.

CURRENT TOPICS.

THE TREASURY MINUTE on the costs of criminal prosecutions, which, according to Mr. Cross, was to dispose of the subject in a manner satisfactory to the country, ought rather to be said to settle it in a manner satisfactory to the Treasury. It is true that, as regards costs incurred in cases at assizes, the absurdity of disallowing items which the local treasurer is bound to pay on the certificate of the clerk of assize—an officer not in any way amenable in his taxation to the local authorities—is not to be perpetuated, but it is stipulated that the application for repayment shall be made in the accustomed manner, and, "although no examination of the orders and certificates will be made with a view to the disallowance or reduction of any items which they may contain, my lords consider it highly desirable that such examination should be still instituted for the purpose of detecting and noting any errors or deviations from authorized scales and regulations which may be found in such orders." In other words, the Treasury is still to retain the power of raising as many objections as possible.

As regards costs at sessions the arrangement adopted reflects considerable credit on the ingenuity of the Treasury. Their lordships think that "if the present system of examination and disallowance is not to be continued as regards these latter costs, it will be better . . . that the repayment in sessions cases should be adjusted on the principle of a commuted sum for each prosecution, ascertained by taking a separate average for each county and borough of the number of prosecutions, and of the amounts allowed in previous years," such commuted sums to "be ascertained by taking the number of prosecutions in the three years preceding the 30th of June, 1874, in each separate jurisdiction, and *the amounts allowed, after examination at the Treasury,* to the jurisdiction in respect thereof during the same period, and dividing the second by the first, the result will give the sum to be allowed for each prosecution for the future, irrespective of the number of prisoners which such prosecution may embrace." The result of this arrangement will be, of course, practically to perpetuate the existing state of things. The Treasury will be saved the trouble of examining the claims and vouchers; the county ratepayers will have to bear the difference between the commuted sum allowed by the Treasury for each prosecution and the amount allowed on taxation by the local officer. More than three years ago, in the case of *R.* v. *The Lords of the Treasury* (20 W. R. 336), Mr. Justice Lush declared that the practice of the Treasury of retaxing and reducing the sums allowed by the local taxing officer was "a violation of the Act of Parliament," and Mr. Justice Mellor added that "he entertained no doubt whatever that the money [*i.e.*, the whole amount allowed by the local taxing officer] belonged to the counties." It is now proposed by the Treasury that what it has been doing in violation of the law shall be taken as the standard of its action for the future.

THERE SEEMS TO BE GROWING UP a form of procedure for which there exists no precedent in the books and no analogue nearer than the mysterious legal cerenony known in the Island of Jersey as the *Clameur de Haro*, which consists in the utterance of certain words meant to compel all who hear to come to the assistance of the speaker. The modern procedure to which we allude is the utterance of an *ex parte* statement by counsel meant to enlist the sympathy of a police magistrate, to obtain from him an extra-judicial opinion for the benefit of the client, and to procure a report in the daily papers. To take the latest instance, on Monday week an eminent counsel appeared at the Bow-street Police-court and made a statement to the magistrate with reference to a libel. "His client," he said, "had been well-known for many years past by her benevolent exertions in reclaiming the fallen and unfortunate of her own sex, and she had expended a private fortune in this truly charitable work." He then detailed at some length the libel, and concluded, not with an application, but with the remark that his client "was left, he feared, without any redress whatever for this scandalous and unfounded attack upon her reputation." The magistrate appears to have entered very heartily into the matter. He "regretted the position in which the lady was placed, and denounced the circular as that of a malicious coward. If the writer could sustain his charges against a lady who had done so much good service, he would come forward like a man and accept the responsibility which she had challenged him to assume." A week afterwards a solicitor appeared before the same magistrate with reference to the same case, and again not with a view of making any application or of obtaining any redress of the kind usually administered at these courts, but to inform the magistrate that a society by which the libel purported to have been issued "had been doing their utmost to discover the author of the libellous paper." The magistrate again appears to have lent a gracious ear, and remarked that "he was glad that the society repudiated all connection with the libel." We know nothing of the merits of the case with reference to which these utterances were made, and we are willing to assume that it was a case of grievous hardship. But we must point out that if every one who suffers a wrong to his reputation is to be permitted, in place of discovering the wrongdoer and adopting the means of redress afforded by the law, to employ counsel to address a police magistrate in person, the number of these latter functionaries will have to be considerably increased. The recent advance in their salaries renders this step one which the Treasury will scarcely be inclined to favour; but if the practice to which we have alluded is to be continued, might it not be practicable to adopt some other arrangement? Could not a room be set apart for *ex parte* statements, furnished with a staff of reporters, who should be provided with a few common forms of sympathetic observations by the magistrate?

THE CASE OF *Beynon* v. *Cook* (reported in this week's issue of the *Weekly Reporter*) adds another to the string of money-lending cases in which the Court of Chancery has stepped in to reduce an unconscionable bargain to fair and reasonable proportions, and by consequence to confer on the imprudent the advantage of the use on easy terms of money which he could not have raised except by promises of high or exorbitant interest. The borrower in the recent case was a man of twenty-six, whose only property was a sum of £600 payable on the death of his father, then only fifty-four years of age. This sum was secured by the bond of his brother, and represented a charge on the family property which the borrower had been entitled to as a younger son, but which he had released on the sale of the property. The sum borrowed was £85, the promissory note given was for £100 at six months, the bond was mortgaged as collateral security, and the

interest (to be computed on the £100) was to be sixty per cent., or as delicately veiled in the mortgage-deed, five per cent. per month. The borrower, who continued in great distress during the rest of his life, died more than eleven years after the date of the loan, but before the £600 became payable on the bond; there was accordingly no question of ratification. The plaintiff was the borrower's widow and administratrix, and her bill prayed delivery up of the securities on payment of the £85 advanced and such interest as the court might award. The Master of the Rolls granted the prayer of the bill and awarded £5 per cent. as the interest, and as before filing the bill the plaintiff had offered to pay the £85 and compound interest at £5 per cent., the defendant was ordered to pay the costs of the suit. The case is of some little interest owing to the circumstance that the Master of the Rolls expressed his opinion that the borrower was not only a reversioner but in that peculiar position of reversioner described as expectant heir. He was entitled to a sum of money payable at a future time. It is true that the way in which he became entitled to that sum arose out of his position with respect to the family property; but he had turned his claim on the property into a mere debt *solvendum in futuro*, and it is hard to see how the phrase "expectant heir" was any longer in any sense applicable to him. The point was, however, in his honour's opinion, not material to the case, as he held that the doctrine of the court extended to all reversioners, that is to say, we suppose, to all persons having property coming to them at a future time; and that persons dealing with them on the strength of, and with reference to, such property come within the doctrines of the court. If this is not an extension of what has been laid down in the cases, it is a curious illustration of how the doctrines of equity grow and throw off branches. There can be little doubt that the impoverishing of noble families and the diversion of old domains to unworthy occupants was the origin of the doctrine of the expectant heir. The shield thrown over this interesting personage is now, it seems, large enough to cover any one, provided he has no present means but expects something at a future date.

THE STATE OF THE LAW with regard to payment of money into court in satisfaction of unliquidated damages is not altogether satisfactory. It is extremely difficult for the pleader to know what sum to pay in, by reason of the strong tendency of juries to give something more in any case. If a scanty estimate is made of the claim, the jury being certain to give more, the advantages of pleading payment into court are not obtained. If a very liberal estimate is made, the pleader has the satisfaction of knowing that he is probably running up the damages to no purpose, for however proper and even handsome may be the sum he suggests, the jury by giving some trivial addition to it may throw all the costs of the trial on the defendant. Moreover, by payment into court it often happens that the sinews of war are provided for the other side, which in the case of actions by men of straw is very unadvisable. We cannot help thinking that in actions for railway accidents, and other similar actions, it would be a very good thing if the plaintiff could not take the money out of court until after the trial. If he insists that he ought to have more, let him wait to receive the whole sum until the trial ascertains what it is to be. We have heard it suggested that it should not appear on the pleadings, and that the jury should not be told, what the amount of the sum paid in is, but that they should be bound to assess the damages without reference to the question of how much has been paid in. If in addition to this it were provided that when a less sum was found by the jury than the amount paid in the balance should not be paid out to the plaintiff, but returned to the defendant, a strong inducement would be held out to plaintiffs to make sure of a bird in the hand in the shape of a handsome amount paid in, rather than go on and incur the costs of a trial with a possibility of failure.

Two difficulties, however, occur to us in the way of these suggestions. One is that it would not be easy to define the class of cases in which the plaintiff should not be entitled to take the money out of court. The abstract principle of justice, and the principle generally applicable, is that when the defendant has once admitted that the plaintiff is entitled to a certain sum of money, and has paid it in, the plaintiff ought to have it at once. He is not because he claims more to be kept out of what he ought, before action, to have received. This clearly applies to most cases of what may be called actions in respect of injury to estate or property. It is only in actions for compensation for personal injury that the peculiar tendency of indigent plaintiffs to exaggerate claims in a semi-fraudulent manner calls for exceptional provisions. Possibly a discretion might be given to a judge at chambers to say that in actions of tort for unliquidated damages the plaintiff should not be entitled to take money out of court until after trial. Another practical difficulty is that it would be difficult in some cases to keep the amount of the sum paid in from coming to the ears of the jury in an indirect manner. But may it not nevertheless be worth while to try the experiment of preventing the jury from being directly informed during the trial? Is there any reason why they should be furnished with such an easy "ready reckoner" for the computation of damages?

SIR E. W. WATKIN has sent to the *Times* a contribution towards the maturing of public opinion upon land transfer in the shape of a description of the process adopted in Greece under a law passed in October, 1856. We ought never to be above taking a hint from any quarter, but we must confess we fail to see the novelty of the system which the writer describes as "the most facile which he has met with in practice." Briefly stated, it is this. The conveyance is drawn by a notary, who is paid by "so much per cent. [how much does not appear] on the value of the property." Half the fee goes to the notary, the other half, as stamp duty, to the State. The conveyance must "name the titles by which the property is owned by the person transferring or selling it, and the motives of such transfer. It must also describe the property as minutely as possible, give its dimensions and characteristics, and state where it is situated, and how bounded on each side—by what streets, or grounds, or other properties." So far the mode does not appear very greatly to differ from our much despised English system; substituting the notary for the solicitor paid by one of the scales in use in different parts of the country. But in each chief town of a department in Greece there are land registries known by the pleasant designation of *hypothecophylakeia*. The registrars keep several books. In one mortgages are "inscribed," in another re-conveyances, in a third transfers are transcribed "almost *verbatim*," and the fourth is the index. "In this book there is a kind of account current of property, so to say, opened for every landowner. As soon as a man becomes a proprietor by virtue of transcription, a page is allotted him in the index, over which page is written 'Portion of ——' (the name). These pages of the index are divided into four columns. In the first there is a reference to the book of transfers; in the second the date of the transfer; in the third the nature of the act, whereby the transfer is made; and in the fourth the value of the property, paid or estimated. Any further transfers in favour of or against a person are in like manner recorded in his 'portion,' which shows at a glance the condition of his property." All these books are open to all, and the registrar is authorized to give certificates as to whether any property is free or mortgaged, and for what sums, &c. This appears to be little more than the exploded registration of conveyances in the crudest form. But there is certainly

some novelty in the circumstance that, while it is not stated that registration is obligatory on the owners of land, the notary is made liable to a fine if, when he reads over to them the conveyance before signature, he does not call their attention to the provisions as to registration.

THE MEASURE OF DAMAGES.

In the case of *Jebson* v. *The East and West India Dock Company*, recently before the Court of Common Pleas, a curious point with reference to the measure of damages was decided. The action was for detention of a ship belonging to the plaintiffs, and the facts were substantially as follows. The plaintiffs were jointly interested in the ship in question, and by reason of her detention she had been unable to carry certain emigrants. Some of the plaintiffs, however, were interested with other persons in another ship, and the emigrants in question had been carried in such last-mentioned ship, which would otherwise have had to sail without her full complement of emigrants. It was contended for the defendants that the amount which some of the plaintiffs had been so recouped by carriage of the emigrants in the second ship must be deducted in the estimate of the damages due for the detention of the first ship. The proposition on which the defendants relied as affording the true measure of damages was that the damage due to the plaintiffs jointly was the aggregate of the damages suffered by each plaintiff severally. It was contended on the other side that the damages due to the plaintiffs jointly could not be reduced by gains made by some of the plaintiffs severally. The court held that the plaintiffs' contention was right.

The point appears to us to be one of considerable doubt and difficulty. The analogy of a corporation was relied upon for the plaintiffs. It is clear that individual gains accruing to the members of a corporation could not be set against damages accruing to the corporation. To some extent this is no doubt an argument. It shows that in a case—*e.g.*, a trading corporation—which would be substantially similar a hardship such as that against which the counsel for the defendants argued is sanctioned by the law. Such an argument, however, does not go very far. It is based upon a technicality, and in order to show that it is sound we must be sure that the same technicality really applies to both cases. There is no reason for applying the same rule, supposing it to be inequitable, to a partnership as to a corporation, unless a partnership is so far analogous to a corporation as to render it necessary to do so. Now a partnership does not constitute, in the eye of the law, one person, as a corporation does. It is the difference of personality between the corporation and its individual members which constitutes the reason for the application of this rule to the case of a corporation. The nature of joint ownership at law is that the joint owners are interested *per mie et per tout*—that is, each owner is interested in every portion of the whole of that to which the joint ownership relates. But this is hardly a conclusive consideration in the case before us, because it leaves the question what it is that they are so interested in, and what the amount of it is, untouched. It may be admitted that at law each plaintiff was interested in the whole of the damages to be recovered; but then what were those damages to be? The result of the decision seems to be that the whole body got more than the amount to which the whole body had really sustained injury. Some of the plaintiffs actually gained by the wrong committed. It may be urged that there does not seem much more reason why the damages sustained by the party most damaged should be taken as the measure of the damages of the whole body than that the damages sustained by the party least damaged should be taken as the measure. On the other hand, it may be said that the plaintiffs who were not recouped had no interest in the gains made by the plaintiffs who were. This is true; but the answer does not go farther than to show that the damage of the plaintiff least damaged cannot be taken as the measure of the damage of the whole. It does not go very far towards proving that the damage done to the whole as a body must not be estimated by the damages sustained by each individually.

There are, in fact, difficulties of a very formidable character in the way of the defendants' contention. It is very hard to reconcile with the common law incidents of joint tenancy or ownership. One of these is the right of survivorship. Suppose the plaintiffs recouped had died before the cause of action had accrued: their personal representatives would have remained interested in the ship in equity, yet at law the surviving plaintiffs would have been solely interested; and it is difficult to see how any recoupment of the estate of the deceased owners could have been taken into account in estimating the damages. Is there not to some extent an anomaly in saying that the damages could be increased or diminished according as some of several persons once jointly interested happened to remain alive or not? Again, at law the presumption is that all joint owners are equally interested, whereas the very basis of the defendants' contention is that it is otherwise; for to make the contention consistent with fairness to the plaintiffs most damaged it must be assumed that those recouped are to the extent of their recoupment not interested in the damages at all. Can a court of law, which is supposed to act on principles with regard to damages which existed before equity was thought of, estimate damages on a principle which, to render it tenable, requires the assumption that a court of equity will afterwards interfere to apportion the damages equitably between the parties at law jointly interested in them? Another consideration is this. An association of individuals may be joint debtors as well as joint owners, and it is a principle of the distribution of assets that joint assets are primarily liable to joint debts. Though there cannot be a bankruptcy of a partnership apart from the bankruptcy of the members of the firm, still the property of the firm and of its members, the joint and separate estates, are distinguished for purposes of distribution. If this be so, ought the joint estate to be diminished by setting off gains made by some of the members of the firm in their several capacity? We are not so much pressed by the argument derived from the complicated nature of the inquiries which the principle contended for by the defendants might give rise to—an argument which the court seems to have thought almost conclusive. Many inquiries into amount of damages are of too complicated a character to be practically dealt with by juries, and are constantly referred to arbitration; but that of itself is no argument in theory against their being cognizable by juries. Nor are we so much impressed as the court appears to have been by the arguments derived from the analogy of set-off. The doctrine of set-off seems to turn on the terms of the statutes of set-off and other considerations not involved in the present question.

It seems to us, for the reasons above adverted to, that the claim to have the damages reduced was in its nature an equitable one, based upon considerations foreign to the common law, and one which could not practically be given effect to except by a court capable of applying both legal and equitable doctrines and modes of procedure. The practical hardship involved is an argument in favour of the creation of such a court, which, notwithstanding the unfortunate collapse of this session's legislation with regard to the Judicature Act, it may be hoped is not a very distant event.

The Lord Chancellor has issued an order that the Winchester County Court (Circuit No. 51) is to assume bankruptcy jurisdiction, and that the Basingstoke County Court district is to be annexed, for bankruptcy purposes, to the Winchester district, instead of to the Southampton district, as heretofore.

THE CONSTABULARY REPORTS.

The annual Returns of the Inspectors of Constabulary, under statute 19 & 20 Vict. c. 69, have always presented some features of interest, but from the number of additional topics which have recently been included in the reports the statistics obtained are now of considerable value, as showing both the progress of the efforts made to repress crime and vagrancy, and also the practical effects (so far as they can yet be ascertained) of the two last Licensing Acts. It may be worth while to notice briefly the contents of the bulky papers recently laid before the House of Commons.

With regard to the statistics of crime, Colonel Cobbe, the Inspector of Police for the Eastern Counties, Midland District, and South Wales, reports that indictable offences are gradually decreasing, while those punishable on summary conviction are on the increase; but the other two inspectors report an increase of both classes of crime. In the southern districts the number of indictable offences reported rose from 5,626 to 6,244, and the summary convictions were increased by 1,790, a result which Captain Willis (Inspector for the South of England) attributes to the prevalence of strikes during the year. In the northern district, too, although Captain Elgee, the inspector, expresses himself as satisfied with the working of the Prevention of Crimes Act, the statistics are not reassuring; and in the statement from Mr. Dunne, the chief constable of the counties of Cumberland and Westmorland, which is appended to the inspector's general report, this result is even more apparent. Mr. Dunne states that in these two counties the prosecutions for offences of every class (including drunkenness) have increased by 4,096; while violent assaults upon the police in the discharge of their duty are still very prevalent, and assaults and other offences involving violence to the person are greatly increasing. He adds that fines are perfectly useless as a prevention in such cases; but he thinks that the more effectual supervision exercised over tramps by the police has had a beneficial result in aiding the detection of crime This may be one of the causes of the increased number of prosecutions in the two counties in question. In the case of indictable offences the disproportion between the offences reported and the number of persons apprehended is rather startling. Thus, in Colonel Cobbe's district, only 4,090 arrests were made, though 7,164 indictable offences were reported to the police; in the northern district there were only 9,306 arrests made, as against 20,523 offences reported; while in the south, the respective numbers are 2,139 and 6,244; and though crimes have increased by 618, the arrests are 292 less than in 1873. The difference is, however, more conspicuous in the separate local reports. In the smaller boroughs the respective numbers are more nearly equal, and in some few instances the apprehensions even exceed the reported crimes, which may occur either in cases where several persons have combined to commit the crime, or where the wrong man has been arrested and the real culprit is afterwards found. Still, in many districts, and especially in the more populous towns, it certainly appears that a large number of crimes must go wholly unpunished. Thus, in Buckinghamshire, 120 indictable offences were reported to the police during the year, but only 96 arrests were made; in Essex, 404 such offences were reported, and only 258 persons apprehended; in Rutlandshire the reported offences were 25, and the arrests only 10; while in Staffordshire the respective totals were 926 and 436; and in the borough of Birmingham only 447 persons were arrested, though no less than 1,788 crimes were brought to the knowledge of the police. In the large towns in the north the result is equally discouraging. Thus, in Macclesfield only 34 persons were apprehended, though 128 offences were reported; in Stockport the respective totals were 99 and 207; in Carlisle, 35 and 93; in Liverpool, 1,617 and 4,656; and in Manchester, 1,100 and 4,452. In the southern district the worst result is presented by the city of Bristol, where the number of offences reported has risen from 283 to 942, but only 139 arrests were made. It is true that these results are somewhat qualified by the fact that, by a system of classification recently introduced, all cases of larceny, where the stolen property exceeds five shillings in value, are, if no person is prosecuted, catalogued as indictable offences, though many of them would have resulted in summary convictions; and this fact will also affect the mutual proportions between the two classes of offences. The increase in summary convictions appears to be universal; but many of these do not practically test the efficiency of the police.

The inspectors concur in reporting favourably as to the working of the Licensing Act of 1872. Colonel Cobbe points out that the streets are quieter at an early hour, and that the drunkenness which still exists is not so often accompanied by riot as was heretofore the case. Captain Elgee also speaks with satisfaction of the quietness of the streets and the greater circumspectness exercised by the publicans. Captain Willis's report is also good; he states that the convictions for drunkenness have fallen from 19,825 to 19,108, and the convictions of keepers of licensed houses from 1,043 to 814. In the particular places reported upon there is, however, a great variation in the statistics. In the town of Leicester it is stated that convictions for drunkenness are steadily decreasing, and out of 524 keepers of licensed houses in that town only nine have been the subject of prosecutions. From Lynn it is reported that the Act has slightly decreased drunkenness, but that "the influence of the Act on crime generally is not perceptible." In the eastern division of Suffolk, though the towns are quiet at an earlier hour, drunkenness has somewhat increased. In Birmingham drunkenness has prevailed more than ever, but here (as in several other manufacturing centres) the increase is attributed to the high rate of wages and the reduction of the hours of labour. In Cheshire convictions for drunkenness have slowly but steadily increased during the last two years; while in Birkenhead they rose from 177 in 1872 to 1,016 in 1874. Preston shows a more satisfactory result, the convictions falling from 763 to 451, and in Salford there is a steady decrease. Middlesborough shows a fall from 600 to 322 in two years; but such results are exceptional in the northern towns. Captain Willis points out a very unsatisfactory regulation which is in force in the borough of Devonport. The head constable is not allowed to apply for a summons against the keeper of any licensed house (or even to make a report to the magistrates) without the sanction of the Watch Committee, many members of which are believed to be interested in the trade. The result was that out of twenty-three cases reported only four applications for summonses were sanctioned. The provision in Lord Aberdare's Act which has given most dissatisfaction to the police authorities is the provision in section 51 enabling the defendant and his wife to give evidence when charged summarily, which is stated to render convictions more difficult.

It is obviously too early to judge of the practical working of Mr. Cross's Act. Several complaints are made in the reports as to the want of uniformity in the hours of closing prescribed under the Act, and it is thought that the provision enabling publicans to entertain their private friends after the hours of closing will lead to evasions of the law. It seems to have been found already that the early closing has led to much drinking in private houses, persons subscribing to buy liquor to take home and drink after the hours of closing.

Another subject of inquiry by the inspectors is the prevalence of vagrancy; but no statistics are given under this head. Colonel Cobbe reports a decrease in his district but not to any considerable extent; the previous diminution, in fact, was so great that vagrancy was already reduced to a very low point in 1873. In the northern district there has been a great decrease in

vagrancy, owing in a great measure to the stringent supervision exercised by the police over tramps. In the southern districts, on the other hand, there has been a considerable increase of vagrancy, which Captain Willis accounts for by the migration caused by strikes in so many parts of England.

The provisions of the Prevention of Crimes Act appear to work well, so far as they can be practically enforced, but the great difficulty is that it is all but impossible for the police to trace the persons under their supervision when they remove from one neighbourhood to another. Colonel Cobbe reports that 569 licensed convicts have resided within his district during the year; out of these 3 have died, 8 have forfeited their licences, 36 have been re-committed, 132 licences have expired, and 125 convicts have left the district. There have been 375 persons under police supervision and required by the Act to report themselves: of these, 5 have died, the term of supervision of 39 has expired, and 102 have left the district. He adds that out of the above 227 (of both classes) who are returned as "having left the district," the majority have absconded without notice, and thus become entirely lost to police supervision. In the northern district there have been during the year 1,371 licensed convicts and 874 under supervision. Their fate is not described, but the Act "is stated to work well." In Captain Elgee's district there have been 382 convicts with licences and 352 persons under supervision; 21 of the former class have been punished for fresh offences and 4 have forfeited their licences. Of the two classes 170 persons have "left to reside elsewhere," but it is not stated whether the control over these has or has not been lost.

Recent Decisions.

EQUITY.

THE APPORTIONMENT ACT, 1870.

Hasluck v. *Pedley*, M.R., 23 W. R. 155.

This case is another authority for the view that the Apportionment Act, 1870, applies to wills made before, but coming into operation after, the passing of the Act (1st August, 1870). Like the former authority, however, of *Capron* v. *Capron* (22 W. R. 347, L. R. 17 Eq. 288), it was not the simple case of a will made before, and death occurring after, the Act, but was a case where the testator made a codicil after the passing of the Act—a fact on which Malins, V.C., laid some little stress in *Capron* v. *Capron*, but to which the Master of the Rolls does not appear to have attached any importance in the recent decision. These two cases and the Irish case of *Roseingrave* v. *Burke* (Ir. R. 7 Eq. 186) seem to constitute the decisions on this important point, and although in *Roseingrave* v. *Burke* the decision that the Act applied was not weakened by the existence of a codicil executed when the testator must be supposed to have had the Act present to his mind, yet since the question whether the Act was not excluded in consequence of the will having been made before it was passed does not seem to have been argued, that case can hardly be considered to add much to the weight of authority on the point. Both in *Capron* v. *Capron* and the recent case the learned judges pronounced strong opinions in favour of the view that the Act applies to all wills coming into operation after its passing, and the question might almost be considered as settled were it not for the *dictum* of Lord Selborne in *Jones* v. *Ogle* (21 W. R. 236, L. R. 8 Ch. 192), to the effect, as summarized by the Master of the Rolls in the recent case, that, in considering a will, you must construe the words according to the law in force at the time the testator expressed himself. To this *dictum* Sir George Jessel replies that it would be equally reasonable to argue that the testator knew, as he was bound to know, the alteration of the law, yet did not choose to alter his will. On the whole, there can, we think, be little doubt that the view of the Vice-Chancellor and the Master of the Rolls ought to be followed.

The question was raised in the recent case whether the Act applied to a specific devise. It was a strange question, and would probably not have been raised but for the decision of Malins, V.C., in *Whitehead* v. *Whitehead* (L. R. 16 Eq. 528) that a specific legacy was not within the Act. The Vice-Chancellor subsequently (to quote the head-note in the *Law Reports*) "explained" this decision (*Pollock* v. *Pollock*, 22 W. R. 724, L. R. 18 Eq. 329); and the explanation may be regarded as coming as near to disapprobation as could reasonably be expected.

LIABILITY OF SPECIFIC AND RESIDUARY DEVISEES TO CONTRIBUTE RATEABLY TO PAYMENT OF DEBTS.

Jackson v. *Pease*, V.C.H., 23 W. R. 43, L. R. 19 Eq. 96; *Lancefield* v. *Iggulden*, L.C. & L.JJ., 23 W. R. 223.

The question of the liability of specifically devised estates to contribute *pari passu* with estates included in a residuary devise to the payment of the testator's debts has at length been rescued from the uncertainty caused by the singular conflict of judicial opinion on the subject. There is, no doubt, much to be said in favour of the view that the intention of the testator that the devisee shall have the A. farm is not nearly so clearly manifested in a general residuary devise including that farm as in a specific devise of the A. farm, and that therefore the devisees ought not to stand on the same footing as regards liability to contribute towards payment of the testator's debts. But the rule that a devise of lands, though in form residuary, is always in fact specific, and to be treated on the same footing as a specific devise, was well established before the Wills Act, and the only question, therefore, since that Act has been whether there is anything to alter the rule in section 24, which enacts "that every will shall be construed with reference to the real estate and personal estate contained in it, to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear upon the will?" In order to answer this question it is necessary to inquire why, before the Wills Act, a residuary devise was specific, while a residuary bequest was not. According to Lord Cottenham (*Mirehouse* v. *Scaife*, 2 My. & Cr. 706) the reason was that in the latter case the testator could never know upon how much of the personalty he might be possessed of at his death the gift could operate; for his debts, funeral expenses, &c., would have to be paid out of it; hence the expression necessarily meant what would be left after these were defrayed. But as regards the real estate the testator, at the time of making his will, knew exactly upon what real estate the gift would operate. Does this reason cease to apply since the Wills Act? The answer given in favour of the view which has now prevailed is the following:—The effect of the Act is, doubtless, to render it impossible in many cases for the testator to know at the time of making his will on what real estate it will operate. But why should that time be chosen as the point at which this knowledge must be possessed? Why may not intention be presumed from letting alone a residuary devise after knowledge by the testator of fresh lands having come to him, as well as from knowledge at the time when the will was made? Under the former law the knowledge was possessed by the testator at the time from which the will spoke and took effect, with reference to the real estate comprised in it; under the present law the knowledge is acquired at or before the very same time. The decision of Lord Chelmsford in *Hensman* v. *Fryer* (16 W. R. 162, L. R. 3 Ch. 420), that no alteration in the old rule had been made by the 24th section of the Wills Act, has been dissented from by many

eminent authorities, but it has now been followed by Hall, V.C., in *Jackson* v. *Pease*, and by the Court of Appeal in *Lancefield* v. *Iggulden*; and although it may be doubted whether the rule carries out the intention of the testator, it must now be regarded as settled that specifically devised realty and residuary realty will have to contribute rateably to payment of his debts.

DIVORCE.

VARIATION OF SETTLEMENT.

Hope v. *Hope*, Div., 23 W. R. 110.

This case deserves notice as raising, if not deciding, a point under 22 & 23 Vict. c. 61, s. 5, by which the Divorce Court has power to vary the provisions of settlements on a dissolution of marriage. The question was whether the clause as to the appointment of new trustees could be varied by taking away the power of joint appointment in the wife, and giving the power entirely to the husband. Under the circumstances the learned judge refused to sanction this alteration, though consented to, but he expressed a doubt whether he had any power to vary the settlement except with reference to the application of the trust fund.

Reviews.

THE EARLY HISTORY OF INSTITUTIONS.

LECTURES ON THE EARLY HISTORY OF INSTITUTIONS. By Sir HENRY SUMNER MAINE, K.C.S.I., LL.D., F.R.S. London: Murray. 1875.

[Second Notice.]

The part of this work of which we gave an account last week dealt chiefly with the distribution of property. The 9th and 10th lectures treat of the Primitive Forms of Legal Remedies. "It would not be untrue to assert (says Prof. Maine) that at one stage of human affairs rights and duties are rather the *adjective* of procedure than procedure, a mere appendage to rights and duties." Every lawyer will recognize the truth of this remark, and the history of our own law makes us familiar with the proposition that the maxim *ubi jus ibi remedium* is, not indeed less true, but less applicable than the counter maxim *ubi nullum remedium ibi nullum jus*. Nothing can be plainer than that, in law relating to property, the assemblage of rights which are gathered together under the general description of property rights do not come into being at once as necessary consequences of the idea of property, but are determined from time to time by the possibility of maintaining actions in its defence. The point illustrated in these chapters, however, is more exactly expressed by the sentence following that which we have quoted: "There have been times when the real difficulty lay, not in conceiving what a man was entitled to, but in obtaining it; so that the method, violent or legal, by which an end was obtained was of more consequence than the nature of the end itself." The subject of self-help has attracted much attention lately, and the degree to which in early Roman law the enforcement of legal rights was left to the party interested in enforcing them has been forcibly pointed out by Prof. Ihering. Taking a wider survey Prof. Maine here examines one of the most striking instances of self-help, the law of distress, as illustrated by systems so widely removed in place and time as the Roman law, the old Teutonic codes, the Irish law tracts, the usages prevailing in India, and our own laws on the same subject. The *Pignoris capio* he regards as essentially a proceeding by which a party who had a claim against another compelled his appearance before a tribunal; but this conception of the function of the law of distress alternates with another according to which the whole procedure remains from first to last an extra-judicial act by which the claimant compelled the satisfaction of his demand. "Two alternative expedients were adopted by nascent law. One of them consisted in tolerating distraint up to a certain point; it was connived at so far as it served to compel the submission of defendants to the jurisdiction of courts, but in all other cases it was treated as wilful breach of the peace. The other was the incorporation of distraint with a regular procedure. The complainant must observe a great number of forms at his peril; but if he observe them he can distrain in the end." The Brehon system appears to have belonged, like our own, rather to the latter than the former system; and while on the one hand it agrees with some of the Teutonic systems in points where our own differs from them, and particularly in allowing distraint as a mode of enforcing all kinds of claims, on the other hand it has a singular resemblance to the English system in leading up to a legal process analogous to the action of replevin, and even anticipated a modern improvement in our law by providing for a forfeiture of the distress in satisfaction of the claim. But perhaps the most singular analogy disclosed by the Irish law tracts on this subject is the existence of a practice of "fasting" upon the debtor, which was requisite in the case of persons of distinction as a means of compelling them to give a pledge, and which finds a parallel in the Indian practice of "sitting dharna" at the debtor's door.

The 11th lecture contains a most interesting view of the early history of the Settled Property of Married Women as exhibited in the Roman and Hindoo systems; but space forbids of our dwelling on this subject.

We must here take the liberty of expressing a doubt as to the correctness of the views expressed by Prof. Maine in the 9th chapter upon a point which is no doubt somewhat speculative, but is not altogether unimportant. Prof. Maine draws attention to the pledge or wager which forms so important an element in early judicial proceedings, and which he regards as being that which, in early times, when the courts had neither a settled authority nor a settled process, formed the foundation of their jurisdiction. The parties to the quarrel who desired a settlement of their disputes by a court, or more properly by an arbitrator, deposited in his hands the stake of victory, in other words they betted on the result, and the hope of winning the stake as the result of success was an inducement to each to submit his claim to decision; and he draws a parallel between this judicial deposit and the practice of raising an issue upon a feigned wager. This parallel appears to us altogether visionary and unreal, and to be little better than a play on words. The practice of laying a wager was merely a fiction designed for the purpose of bringing before the tribunal, in the form of an action for its recovery, some question which could not be raised out of the facts really in dispute in any known form of action, either not at all or not so conveniently, and cannot without a stretch of imagination be associated with the judicial pledge. Again, the wager of battle, which Prof. Maine classes in the same category, was as little as possible of a judicial proceeding. It is true it took place before a court and was followed by a sentence and judgment, but it was in every other respect extra-legal; it was the naked private quarrel breaking in upon judicial procedure, and setting aside its process for every purpose except that of clothing the result with a formal sanction. But yet this strange and rude procedure may be thought to indicate more closely the idea on which the judicial deposit was founded than the bet to which Prof. Maine compares it. What then was that idea? Possibly this, that in a trial of rights the claim or the defence that failed was conceived of as not merely legally unsuccessful, but morally wrong—it was a *false* claim, or a *false* defence. Civil law appeared under a *quasi*-criminal aspect, and often with remedies which a more advanced jurisprudence considers only suitable for criminal offences. There

was in fact no broad distinction between civil and criminal; both were covered by a nearly equal mora censure. The defeated party thus appeared in the light of a criminal, or at least of one who for his wrongful claim or defence deserved to be mulcted in a penalty. The successful party did not so much win something in addition to his right; rather the losing party forfeited something beyond what he claimed. This is the natural impulse and tendency in a dispute between disputants in any rude state of society; the heat of the quarrel is not quenched by success upon the issue, but passes on into revenge for the injury done by the attempted encroachment on the vindicated right or the successfully defended possession. Substitute for the ungoverned quarrel submission to a judge, whether chosen by or imposed upon the parties, but especially if so chosen, and the sense of moral wrong deserving the infliction of a penalty does not cease, but the infliction is transferred from the party to the judge. He becomes, as it were, party to both litigants, that is, to whichever of them is successful, and takes, instead of him, not the right adjudged, but whatever besides follows as a consequence of the adjudication. This he takes for his share; but he is not to be put to seek this benefit by further proceedings, he must have it in possession, and therefore must from the commencement hold in his hands the stake of both parties, with the power of retaining the stake of the one who fails. In a word, the stake which represents the penalty of failure is the purchase-money of the service which he renders in pronouncing a sentence, which, when pronounced, carries with it, if not the process of execution which established tribunals in a settled state award, yet that moral sanction which binds with a kind of estoppel the unsuccessful party who has assented to the jurisdiction, and clothes his successful opponent with the power of public opinion, and lends him that material support which public opinion brings with it.

This leads us to consider, as partially connected with the same subject, the comments made by Prof. Maine on the slow progress of ideas in early ages. These comments are applied by him both to property and, to some extent, to contract, and in both he seems inclined to trace the idea to an origin in the joint rights of kindred. We cannot but think that Prof. Maine has allowed his horizon of speculation here to be unduly overshadowed by the particular phenomenon which he has so closely investigated. Giving its fullest weight to the evidence adduced from early law and to the dominant place held by the idea of kinship, and to the prevalence of the joint form of property, it would be probably more true to say that separate property was limited in its scope by these facts than that it in any sense grew out of them. It is not pretended that, except to a very limited extent, the system of joint property prevailed with respect to movables, and it seems also to be conceded that, although the land was in common, the dwelling-house was separate. And, even as to land of which the fee simple was retained by the community, there is no evidence that, except in very rare cases, the produce of the allotted lands was held otherwise than separately. Though the occupation was limited, yet so long as it lasted it was several, and how nearly occupancy and proprietorship are allied is indicated by the remarks made by Prof. Maine on the "rundale" holdings in Ireland. The reason why it seems important to notice this is because the essence of property, as distinguished from mere enjoyment, lies in severalty. As between two communities, each holding its possessions in an absolutely joint form, there may be property, but within each community it would be improper to speak of its existence. But if the mode of holding and enjoying is not absolutely joint, but there is a right in individuals to have an allocation of a part, no matter for what time, property, that is several property, exists. There appears to be a disposition to push the idea of the unity for all purposes of property of the family and tribe too far, that is, farther than the evidence warrants, and to leave out of sight the degree to which the joint property of its members was based upon considerations of convenience, and limited by the degree to which the subject-matter was acquired by the joint exertions of the community, and its enjoyment dependent on their common organization. The value of what is entitled to be ranked as a true discovery in early jurisprudence will not be diminished by applying it in combination with those theoretical views, founded upon the universal principles of human nature, which, exclusively reasoned upon, and without the historical materials now possessed, formed the basis of that system of jurisprudence which is now perhaps unduly discredited.

And with respect to contract we are surprised that Prof. Maine should speak of agency, that is, the power of one man to represent another, as part of the law of contract, and that he should, without further proof, speak of the *societas omnium bonorum* as if it were the origin of the contract of partnership.

In the two concluding lectures Prof. Maine has some remarks upon Austin's system which well merit attention. The point to which he chiefly addresses himself is that writer's view of sovereignty. "I think it best for my purpose," he writes, "to begin with calling attention to the definition of sovereignty. Beyond all doubt this is the logical order of the discussion undertaken by Austin, and I find it difficult to understand, except on one hypothesis, why, deserting the arrangement of Hobbes, he began the discussion of this part of his subject by the analysis of law, right, and duty, and ended it with an account of sovereignty, which, it seems to me, should have come first." The motive he finds in "repulsion" to Blackstone, which induced Austin to hasten at once to expose the fallacies of his predecessor. We cannot assent to this view. Austin's problem was in the first instance, to "determine the province of jurisprudence," and, as jurisprudence dealt with law, the first thing was to determine what was to be understood by law. By determining what law was he could logically determine the conditions under which law could exist; but to have defined sovereignty, and then deduced a form of law from that definition, would not have proved that there was not another kind of law independent of sovereignty. So far as concerns the logical structure of his work Austin appears to us entirely in the right. Nor is it difficult to discover the reason of the difference between his method and that of Hobbes. The purpose of the latter was, as Prof. Maine himself points out, mainly political; his object of investigation was the relation of man to the State. Austin's problem was—What is the thing called law? and what are the conditions which law, according to the true conception of it, requires? Prof. Maine himself says that "Austin's object is strictly scientific." And so indeed no doubt Austin conceived it to be. But although the scientific view determined his method, we cannot but entertain a doubt whether his whole treatise on the "Province of Jurisprudence Determined" was not really due to another than a strictly scientific purpose. Any one who attentively considers that work in conjunction with the rest of his lectures, which treat of the contents of law, must be struck by the slender connection which exists between them. It is true that in the masterly survey of the contents of law with which he prefaces his lectures he continually repeats the formula of "commands and sanctions," but no part of it flows from his definition and analysis of law; there is nothing that might not have been equally stated if that analysis had never been made —except in the following sense.

It is obvious that when law is reduced to the position of a command, uttered and sanctioned by a sovereign power, which can change it at will, any existing system of law assumes a much greater mobility than it would otherwise possess. It loses that *quasi*-sacred character which it derives from being credited with a

vague and half-mysterious origin, and can no longer be sufficiently vouched by the formula, "it is so used." The whole system becomes subject to the test of criticism, and the question is, How in logic and reason ought the law to be? as a preliminary to the next inquiry, Why should not the sovereign legislature so ordain it? The assertion of this unlimited sovereignty, with the consequences which flow from it, was, we believe, the practical motive with Austin; by maintaining it he obtained a free field for speculation; and in that sense the idea of sovereignty was first in his mind; it was the dominant idea, as the thing itself is a dominant fact. But, in order to arrive at that position, it was necessary for him to analyze and define law so as to show the necessity of assuming a sovereign legislature; and this practical aim, which was rather legislative than jurisprudential, will also explain the introduction of those disquisitions which, as Prof. Maine remarks, are essentially legislative in their purpose.

With respect to Austin's position as to sovereignty, Prof. Maine is scarcely consistent with himself. He has no difficulty in showing (illustrating it forcibly from Indian examples) that there have been large periods of time when if sovereignty in Austin's sense is essential to the existence of law, no law could possibly exist, although that existed which every one not speaking according to a particular theory would call law. This is a proposition which hardly needed proof. Yet he seems to admit that as an "abstraction," that notion of sovereignty is accurate. But it is certain that the notion of a sovereign body with absolute power, that is with the power of effectually legislating in any and every direction and degree by means of the sanction of force, is absolutely untrue, and nothing is gained by asserting it in any form. Nor is it anything but a verbal quibble, which has neither the form nor the substance of logic, to say that when there are "no associations with the sovereign but force or power, the position [that what the sovereign permits he commands] becomes more easily intelligible? They command *because*, being by the assumption possessed of uncontrollable force, they *could* innovate without limit at any moment." If, in fact, the sovereign does not command, nothing is gained by using a fiction to say that he does. These attempts to force facts into the shape of a theory are quite barren of any result. The power will extend no farther than it does in reality, by the help of any theory; nor does the theory itself cause the law to assume a different shape, or follow a different method of reasoning. It is sufficient to say that what the sovereign body in fact ordains is law, without forcing our mouths into a false and empty protestation of what it could do. Austin keeps within the lines of common sense when he describes the sovereign body as that which the inhabitants of a country habitually obey; he would have been equally in accord with reason if he had said that whatever that body constitutes or allows to prevail as a rule enforced by the public authority and force is law. We cannot feel that Prof. Maine has in these lectures contributed much to the theory of law, because the position which he does establish is one which was really too plain for argument. So far as it goes, however, what he has written to this point is serviceable (as it is also highly interesting) for some are perhaps still to be found who have never travelled so far beyond the leading-strings of Austin as not to need this demonstration.

IMPRISONMENT FOR DEBT.

Essai sur l'Abolition de la Contrainte par Corps. Par Henri Hardouin, Conseiller à la Cour d'Appel de Douai. Paris: Cosse, Marchal, et Billard.

This is a curious and interesting book, calculated to afford great consolation to Mr. Bass (who appears in its pages as *M. Busse*—see p. 486) amid his repeated failures to convince the House of Commons that people who can pay but won't pay ought not by imprisonment to be made to pay. M. Hardouin's object is to call attention to the importance of the change effected by the law of the 10th of July, 1867, practically abolishing imprisonment for debt in France. His opinion as to the injustice and impolicy of imprisonment for debt is very strong, and in support of it he has collected a vast quantity of material, illustrative of the rules relating to this subject in ancient and modern systems of law. He prefaces his essay with some introductory observations in which he gives an interesting narrative of the events which led to and accompanied the passing of the law of 1867 above referred to, and he adds a summary of the present law in different countries on the subject of imprisonment of debt. It seems that in Portugal imprisonment for debt was abolished long ago, that it does not exist in Spain, and that at Hamburgh it has been abandoned for the last forty years. It is not permitted in Chili or in the greater number of the United States. M. Hardouin next refers to the debates on the subject, and then commences his essay with an introductory chapter, in the course of which he briefly sketches the literature of the subject and indicates his plan of arrangement. He then treats of the general character of primitive laws relating to debtors, and refers in some detail to the laws on this subject of Judea, Egypt, and Greece. The next chapter is devoted to the rules of Roman law, and then follows a chapter on the feudal age and primitive customs. Some of these latter are very remarkable. Thus by the custom of Salon the cession of goods by the debtor was accompanied by an unpleasant degree of publicity, "*nudi in camisia et bracciis . . . præcone precedente cum tuba, currere teneantur et præco præconizet quod nullus contrahat aliquatenus cum eisdem.*" (Compare the still more extraordinary punishment detailed on p. 217, note 2.) Chapter v. treats of the sources of French law on the subject before the ordinance of April, 1667, by which imprisonment for debt was abolished in the case of debts "*purement civiles*," which, as M. Hardouin shows, confined the operation of the ordinance to a very limited range. And in succeeding chapters the author traces the course of legislation in France on this subject down to the law of 1867. The book relates to a curious branch of legal history, and although it might have been greatly condensed it will be found instructive and interesting even by those who do not concur in all the author's views.

Notes.

We quote in another column an extract from the *American Law Register*, summing up the effect of the law in the United States as to champerty and maintenance. We observe in the *Chicago Legal News* a report of a case of *Thompson* v. *Reynolds*, in which the Supreme Court of Illinois decided that an agreement entered into between an attorney and other persons, by which the attorney was to institute all necessary proceedings to ascertain and fix the rights of the other persons, that he should pay all necessary expenses, and receive one-half of whatsoever should be realized, was champertous and void. The court, in delivering judgment, seem to have expressed a different opinion as to the policy of the law of champerty and maintenance from that indicated by several recent American decisions. They say, "Whilst the great body of the profession is honest, and understand and act on the duties devolving upon them, there necessarily must be in this, as in all ages of the past, some who gain admission that neither have the integrity nor the knowledge necessary to restrain them from dishonourable means in practice. Usually a person will not employ an attorney unless he feels assured of his honesty as a man as well as his ability as an attorney. Having this confidence, all must see at a glance that it would give the attorney immense power over the client, and with this power all must see that to permit him to make champertous contracts would be to place the client in the power of the attorney. Professional duty requires that advice given should be honest, fair, and

unreserved, but where the weak in morals or the vicious are consulted, and they see and determine to embrace the opportunity to make a champertous contract, how can we expect them to give fair, honest, and unreserved advice at the commencement of or in conducting the litigation. The just, the good, and the upright require no restraint, but the vicious or immoral should be freed from temptation. At all times in the past, champerty has been found a source of oppression and wrong to the property owner, and a great annoyance to the community. To allow it to attorneys, with a portion, but it is believed the number would be small, there would be a strong temptation to annoy others by the commencement of suits, without just claim or right, merely to extort money from the defendant in buying his peace. Such practice has been denominated as a crime *malum in se*, and such extortion from others, or by the oppression of a client, is unquestionably a great moral delinquency, that no government regardful of the rights of its citizens should ever tolerate. We see that it is as liable now to abuse as it ever was, and would be as injurious to our community as to other communities in the past."

THE FRENCH LEGAL JOURNALS report some curious scenes during a recent trial for murder, which has caused intense interest in Corsica. The court, throughout the trial, which lasted several days, was thronged with a dense crowd of excited people, who gave vent to their feelings of detestation for the prisoner in frequent murmurs. One of the witnesses insulted the counsel for the defence, who thereupon threatened to retire from the case unless he was protected by the court. While the advocate for the defence was reading some letters, another advocate, who happened to be the brother of the man alleged to have been murdered, cried out, "It is disgraceful; they insult the memory of my brother." The spectators began to shout and to threaten vengeance on the prisoner's advocate. A panic seized the female part of the audience, who fled from the court. The president also prudently disappeared from the bench, and the sitting was suspended. Next morning the court was guarded by a picket of fifty soldiers, who seem to have succeeded in preventing further disturbances.

A SOMEWHAT NOVEL MODE of settling a dispute between neighbours appears to have been adopted by Lord Coleridge at the Leeds assizes last Saturday, in a case of *Hirst* v. *Lee*. The action, says the *Times* reporter, was for damages for nuisances to the premises of the plaintiff by reason of the defendant's boiling bones near to the plaintiff's premises, and throwing manure heaps against the wall of the plaintiff's house, causing the damp to come through, and building a dovecote close to the window of the house, so that the plaintiff's children were bitten by fleas from the dovecote, and large quantities of flies came into the plaintiff's house from the manure heaps, &c. The house occupied by the plaintiff belonged to his wife, who swore that the damp from the manure heaps had come through the walls of the house, that the smell from the bones was offensive, that the fleas bit the children, and that the defendant boiled tripe and trotters and brought them past the plaintiff's windows. After the examination of this witness, counsel left the matter in his lordship's hands, and his lordship, holding that the circumstances detailed by the plaintiff's wife disclosed "no substantial interference with the comforts of life," directed a verdict to be entered for the defendant, each party to pay his own costs, and he further directed that the house should be conveyed by the plaintiff to the defendant at his expense. The last conveyance of the property showed that it was worth £48. The value would therefore be taken at £50 and 10 per cent. should be added as for a compulsory sale, making the price to the defendant £55.

THE SUPREME COURT of the United States has been recently occupied with a case of considerable difficulty, and involving considerations of some interest to the owners of animals employed for useful purposes, and especially, perhaps, to the owner of the Carisbrook ass, unless indeed, as appeared to us when we saw him, he treads the big wheel round not at the bidding of any master, but for his own sober amusement, and it may be for the encouragement of water-drinking. It seems, from the report in the *Albany Law Journal*, that in New York there is a society for the prevention of cruelty to animals which has of late been actively prosecuting numerous offenders. Among others, a Mr. Walker was charged with cruelty to his dog. It appeared from the evidence that the animal (a mastiff) was discovered by an officer of the society working a treadmill at a cider press. The result of the case was that the owner was fined twenty-five dollars. The case was taken by way of appeal to the Supreme Court, where the counsel for the defendant urged that there was no cruelty proved; that there was no evidence of malice; that the dog was employed for a useful purpose; and that, if his neck was chained, there was no proof that it was not done casually. District-Attorney Phelps, in reply, argued that the treadmill had long been recognized as a method of legal prison discipline and punishment, and cited "Old Bailey Experiences" and "Webster's Dictionary." At the conclusion of the argument the court took time to consider.

COSTS OF CRIMINAL PROSECUTIONS.

THE following is the Treasury minute, dated the 29th of January, 1875:—

The Chancellor of the Exchequer states to the Board that her Majesty's Government have had under consideration the arrangements adopted under the authority of a Treasury minute of the 25th of July, 1857, for the examination of costs of prosecutions at assizes and sessions, and under the summary statutes, prior to their repayment to the counties and boroughs in England. The Chancellor of the Exchequer observes that the arrangements in question formed the subject of a discussion in the House of Commons on the 15th of March, 1872, and that the late Government then undertook fully to consider the whole question, and to remedy, as far as possible, the objections to which this system of examination had given rise. It appears to have been then contemplated that the Bill for the appointment of public prosecutors, at that time before the House of Commons, and into which the late Government proposed to introduce clauses with a view to relieve the jurisdictions of these costs, and to provide for their payment directly by Government officers out of public funds, would have removed the objections to which the re-examination of the costs in question, after their payment by the jurisdictions, had given rise. This Bill, however, did not become law, and, although measures have since been adopted by the Treasury with a view to afford to the jurisdictions fuller facilities for explaining doubtful or disputed items than the course of examination had theretofore permitted, with the result, as the Chancellor of the Exchequer believes, of preventing much loss to local funds, it is nevertheless the fact that the objections above referred to have not been removed; and Sir Stafford Northcote states that, in the opinion of her Majesty's Government, some alteration of the existing practice is called for. It is, perhaps, inevitable that dissatisfaction should have been felt by the authorities at losses sustained through the reduction of costs, which are not in all cases controlled by officers of their own, but which, nevertheless, the county or borough treasurer is compelled by statute to pay at sight, on the production of an order of the court. On the other hand, some examination of these claims appears to have been imperatively called for, by the fact that within two or three years of the time when a vote was taken to repay these costs in full, and they were paid without any scrutiny, they were found to exceed by more than a fifth the amount of the average of the preceding years, when a moiety only was repaid, without, as far as is known, any increase of crime or other cause to account legitimately for the difference. The course of examination, moreover, pursued by the Treasury was based upon principles entirely analogous to those which govern the distribution of all public money under the authority of the Board, the object being to see that the claims preferred were such as the vote was intended to meet, that they were properly vouched and ex-

plained, and were in conformity with the authorized scales and regulations. Any failure to satisfy these conditions necessarily entailed the disallowance of the claim as against the vote, and although the jurisdiction might feel this as a hardship, it must be observed that the Treasury was in no sense directly represented at the original ascertainment of the allowances which it had undertaken to repay, nor does it appear, having regard to the number of separate courts which are periodically held in the counties and boroughs of England, that it would be practicable to devise any plan to enable Treasury officers to assist generally at the taxation, except at a cost so great as entirely to preclude the adoption of such a course. In deciding as to the alterations of the present practice which it will be desirable to introduce, the Chancellor of the Exchequer proposes to leave the payment of these costs (as the statute has placed it) upon local funds, but in providing for the reimbursement of the local purse, he would draw a distinction between the costs incurred in cases at assizes and at sessions respectively. At the assizes the "proper officer" of the court by whom the costs are ascertained and allowed is the clerk of assize, or, in the counties palatine of Lancaster and Durham, the clerks of the Crown. These officers cannot, in the ordinary acceptation of the words, be termed officers of the Government or of the Treasury. The clerks of assize are appointed by the senior judge on the circuit for the time being, and are understood to hold their offices for life; they are officers of the court and responsible to the judge for the proper conduct of the administrative business of the assizes, and their only relation to the Treasury consists, since they have been remunerated by salary in lieu of fees, in the fixing of that salary, and in the payment of it from a vote which is administered by the Treasury. The clerks of the Crown are equally, in the exercise of their functions, independent of Treasury control. On the other hand, if the clerks of assize are not officers of the Treasury, they are still less amenable in their taxation to the local authorities of the counties and boroughs which they visit at the time when the assizes are held; and experience has shown that, although they will not refuse to answer inquiries preferred by the local authorities as to any matter connected with costs on which the Treasury might desire explanation, they do not consider it a part of their duty to supply this information. The result, therefore, of any reduction of costs which have been allowed by a clerk of assize, and paid by the local treasurer on his certificate, whether such reduction arises from defective information or from deviations from a scale, is to impose a loss upon the jurisdiction in a matter over which it has no control, and for which it cannot be held responsible in the same degree as if the taxation had been conducted by an officer of its own. For these reasons it has been decided that in all cases in which a claim is preferred to repayment of costs authorized by courts of oyer and terminer and general gaol delivery, such repayment shall, from the time appointed for giving effect to this regulation, be made to the jurisdiction in full, subject, however, to the following conditions—that the claims are preferred half-yearly in the same manner as at present, accompanied by the orders of court and certificates in proper form, with the receipts of the witnesses attached for the payments made to them, and that the offence specified in the order is one in respect of which the statutes give costs, or in which the costs have hitherto been regarded as repayable from the grant of Parliament. Although no examination of the orders and certificates will be made with a view to the disallowance or reduction of any items which they may contain, my lords consider it highly desirable that such examination should still be instituted for the purpose of detecting and noting errors or deviations from authorized scales and regulations which may be found in such orders. They have recently been furnished with particulars of the disallowances made under several heads in the years 1872 and 1873, and they find that in the first of these years the sums disallowed from orders at the assizes, owing to errors in the certificates, and non-observance of the scales and regulations of the Secretary of State, amounted to £605, and in the year 1873 to £582. It will, therefore, be apparent that although the jurisdictions are no longer to bear any losses arising from errors of this description in assize cases, it will be necessary in the interests of the public funds to guard as far as possible against the recurrence or increase of irregular payments of this nature, and my lords reserve to themselves to consider how this can best be effected. It must, however, be observed in the next place that if the taxation at assizes is not conducted by officers responsible to the local jurisdictions, the same cannot be said to be the case at the sessions. The taxing officers are there the clerks of the peace, who in counties are appointed by the Lord Lieutenant, but are subject to dismissal by the justices in quarter sessions, and in boroughs are appointed by the town council, and who are therefore amenable to the local authorities for the proper discharge of their duties. It does not appear that the irregularities which have caused disallowances from the claims at assizes are less noticeable in cases at the sessions. My lords find, on referring to the particulars of disallowances before mentioned, that in 1872 sums amounting altogether to £2,551 were disallowed on account of errors in the certificates, and non-observance of the scales, in sessions cases, while in 1873, the disallowances from the same causes amounted to £2,425. The attention of the local authorities has been repeatedly drawn to the necessity of a proper observance of scales and regulations in the ascertainment of costs, but not with entire success, as these figures show. The considerations which have prompted the Government to repay the costs at assizes without holding the local authorities responsible for errors which may have been committed, do not apply in the same degree to the costs at sessions, where the taxation is conducted by local officers; and if the present system of examination and disallowance is not to be continued as regards these latter costs, it will be better, with a view to prevent irregular claims on the one hand, and on the other to allay the dissatisfaction which is now felt by the jurisdictions, that the repayment in sessions cases should be adjusted on the principle of a commuted sum for each prosecution, ascertained by taking a separate average for each county and borough of the number of prosecutions, and of the amounts allowed in previous years. The Chancellor of the Exchequer recommends to the Board to adopt an arrangement of this nature, which should, he considers, come into effect at the same time as the full repayment of the costs in assize cases. My lords agree with this recommendation, and will take steps to carry it out. It appears to their lordships that a similar mode of repayment may also well be adopted for cases under the Criminal Justice and Juvenile Offenders' Acts, as in these cases the fees and rates of allowance should be very nearly uniform throughout England. My lords consider that the commuted sum to be allowed henceforth for each prosecution at sessions and under the summary statutes, should be ascertained by taking the number of prosecutions in the three years preceding the 30th of June, 1874, in each separate jurisdiction, and the amounts allowed, after examination at the Treasury, to the jurisdiction in respect thereof during the same period, and dividing the second by the first, the result will give the sum to be allowed for each prosecution for the future, irrespective of the number of prisoners which such prosecution may embrace. It will be possible in this way to effect a near approximation to the payments which have been hitherto made; and in their lordships' opinion the experiment should be tried for three years, at the end of which time it is to be understood that it will be open to revision, by taking a fresh average of the actual costs of the then preceding three years, should circumstances appear to call for it. It will be necessary that the claims for cases at sessions and under the summary statutes should be sent to the Treasury half-yearly, as heretofore, accompanied by the vouchers. No examination of the latter will be made with a view to disallowance or reduction, but the examination will be limited to seeing that the order is (as in cases at the assizes before referred to) in proper form, and that the offence specified therein is one in respect of which the statutes give costs, or in which the costs have hitherto been repaid from the vote of Parliament. If these conditions are satisfied, the commuted sum will then be allowed in respect of each prosecution. The vouchers in these cases will in the first instance be retained for statistical purposes, and with a view to a possible revision at the end of three years, but every facility will be afforded to any jurisdiction which may desire to inspect them, or to have them returned. My lords will hereafter cause the decision

at which her Majesty's Government have arrived in regard to the manner of repaying costs of prosecutions, and which is set forth in this minute, to be notified to the several jurisdictions; and they are of opinion that, with a view to uniformity, it will be desirable that the new system should commence in every case with the payments for the half-year ending 31st December, 1874, the vouchers for which are now in course of transmission to the Treasury, and the examination and repayment of which would not, in ordinary course, be completed before the commencement of the next financial year. The interval which will elapse will not be more than sufficient to enable an average to be taken for the purposes of the repayment in sessions cases.

There is one further point in respect of which their lordships feel that some action is imperatively required, with a view, not only to prevent loss to the jurisdictions, but also to guard the public purse against irregular claims. They refer to the number of instances in which, under tables still in force, obsolete and irregular fees are paid to clerks of the peace and justices' clerks. The only result of such tables is that in jurisdictions where they still are found the expense of a prosecution is much greater than in other localities where the authorities have had their tables revised to adapt them to modern law and practice. In their lordships' opinion, these differences cannot any longer be defended. The Secretary of State has established a uniform scale of allowances to prosecutors and witnesses, under the Act of 14 & 15 Vict. c. 55; and he has power, under the Act of 11 & 12 Vict. c. 43, to settle tables of fees for clerks of the peace and justices' clerks, upon the same being submitted to him by the justices in quarter sessions, and by the councils in boroughs, but he is unable to take the initiative in such revision. It was proposed by the Public Prosecutors Bill to make it compulsory on all jurisdictions to send up their tables to the Home Office for revision within a defined period, and their lordships trust that legislation with this object will be again attempted, so as to insure, as far as possible, uniformity of allowance in these tables.

CHAMPERTY AND MAINTENANCE IN AMERICA.

Mr. Redfield, in the *American Law Register* for February, appends the following comments to a case of *Richardson* v. *Rowland*, in which it was held that the law of champerty and maintenance is not a part of the common law of New York:—

"The subject of champerty and maintenance is, in itself considered, one of very considerable practical importance in connection with the general administration of justice. Scarcely a term passes in any of our higher courts that actions are not found, coming, more or less, into the category of champerty or maintenance. The parties find their witnesses absent and scattered over the country on the very eve of an impending trial, suddenly pushed on in consequence of other cases failing to be tried. In such emergencies the neighbours and families of the respective parties volunteer to run all night, in every direction, to gather up the loiterers or the fugitives. In the early days of the common law, when maintenance received a more extended construction, such aid in supporting suits, especially where, as is more commonly the fact now, money was advanced by these volunteer friends to meet the exigencies of the witnesses, either for transportation or support, would clearly come within the definition of 'maintaining suits,' thus subjecting the well-meaning friends of the parties to very serious penal consequences.

"But that state of thing has long since passed away in England, and never had any existence in this country. In *Cockell* v. *Taylor*, 15 Beavan, 103, it was held no offence for one to advance money to one of the parties to a suit, the plaintiff in this case, for the recovery of a fund, to enable him to prosecute his suit, and to take a mortgage upon the property in contest for the security of the money so advanced. And there is no rule better settled now than that one is not guilty of maintenance in making a *bonâ fide* purchase of *choses in action*: *Thallhimer* v. *Brinckerhoff*, 3 Cowen, 645; *Danforth* v. *Streeter*, 28 Vt. 490—496. So the assignment of rights of entry upon land has been held no offence under statutes against champerty and maintenance: *Oldham* v. *Rowan*, 4 Bibb, 545; *Denn* v. *Bissant*, Coxe, 220; *Lewis* v. *Bell*, 17 How. U. S. 617; *Kellar* v. *Blanchard*, 21 La. Ann. 38. So advancing money to enable one to prosecute his suit has been held no offence: *Perine* v. *Dunn*, 3 Johns. Ch. 508. And a promise to pay money for land in suit in consideration of a deed of the same, the amount to be dependent upon the event of the suit, but a portion to be paid at once and before the suit is determined, is not champerty: *Nichols* v. *Bunting*, 3 Hawks. 86. But the purchase of pretended titles to land of those out of possession, in order to disturb the tenants in possession, was held an indictable offence in Massachusetts, at an early day, without any special statute: *Swett* v. *Poor*, 11 Mass. 553; *Everenden* v. *Beaumont*, 7 Id. 78; *Wolcot* v. *Knight*, 6 Id. 421; *Brinley* v. *Whiting*, 5 Pick. 359; *Lathrop* v. *Amherst Bank*, 9 Met. 489.

"But in Kentucky it has been held not unlawful for one employing counsel to institute proceedings against one for slander, to stipulate to pay such counsel a per-centum upon the amount recovered: *Evans* v. *Bell*, 6 Dana, 479. So also of a contract to pay the attorney prosecuting a suit for land one-half its value: *Wilhite* v. *Roberts*, 4 Dana, 172. And in *Hovey* v. *Hobson*, 51 Me. 65, while the judges concur in holding that by the adoption of the common law of champerty and maintenance by the Massachusetts courts, while their jurisdiction extended over the state of Maine, it unquestionably obtains there, except as modified by statute, they still consider that under these statutes rights of entry upon land must be held assignable: R. St. c. 73, s. 1. And in other states it has been held no objection to a contract with the attorney prosecuting a suit, that he was to have half or any portion of the sum recovered: *Moody* v. *Harper*, 38 Miss. 599; *Ryan* v. *Martin*, 16 Wisc. 57. But see *Underwood* v. *Riley*, 19 Wisc. 412; *Starns* v. *Felker*, 28 Id. 594.

"Some of the states do not seem to regard the rules of the common law as to champerty and maintenance as in full operation, independent of statutes: *Schoferman* v. *O'Brien*, 28 Md. 565. But in others the courts refuse to adopt the rule that counsel may stipulate for a portion of the avails of the suit over and above all expenses out of pocket: *Broadman* v. *Thompson*, 25 Iowa, 487.

"We have thus referred sufficiently to the decisions in the different states to show that the law of champerty and maintenance is not regarded as having much stringency of operation independent of special statutes. This is the second question involved in this case, which seems to us of great moment. Where, as in the American states, the criminal code is exclusively statutory, or mainly so, it seems to us most unfortunate to allow a loophole to remain open for the admission of certain offences as existing at common law. It is so loose and indefinite, and so liable to abuse, that tyranny itself could not desire a more effective instrument. And we trust that where such offences have been recognized by the courts, the Legislature will feel the indispensable importance of having them clearly defined by supplementary statutes, and all further constructive offences, as existing at common law, strictly prohibited in the future.

"We do not object to declaring contracts which tend needlessly to the fostering of useless litigation or speculation in lawsuits, void and inoperative upon general principles of sound policy and good order. The rule adopted in Ohio, that where there is no statute against champerty and maintenance no one can be punished criminally for the offence, as at common law, but that the courts will not give effect to champertous contracts, upon the general principle that they are contrary to sound policy and the good order of social life, is very just: *Key* v. *Vattier*, 1 Hammond, 132."

It is stated in a parliamentary return that from the 30th of January, 1874, to the 30th of January last, there were nineteen election petitions tried in England, four in Scotland, and four in Ireland. The largest amount of taxed costs to a respondent was £805 10s. at Barnstaple, and the smallest, £110 13s. 4d. at Bolton. In Ireland the costs to unseat members were respectively £264 18s. 5d. at Mayo, £80 19s. 10d. at Athlone, and £721 17s. 3d. at Galway. In Scotland, to unseat a member at Wigtown there were no costs; £139 19s. 9d. at Renfrewshire, where the member was seated; and £128 14s. 5d. on the second petition at Wigtown Burghs.

General Correspondence.

The Debtors Act, 1869.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The following appeared in the *Times* of yesterday:—

At Westminster, Mr. Thomas Francis Wright, described as a journalist, of 1, Hare-court, Fleet-street, and 18, Shawfield-street, King's-road, Chelsea, was charged on a warrant with obtaining goods by false pretences. Mr. Smyth prosecuted, and in opening the case stated that he intended to charge the defendant with a fraud under the second part of the Imprisonment for Debt Act, 1869. The defendant had gone to different tradesmen in Chelsea and obtained goods on credit, for which he had never paid. On purchasing the goods he gave in his card as a member of the Civil and Military Club, and promised to pay for the goods on delivery at his house. The goods were sent, but were never paid for, and his clients, in the interests of trade in general, wished an example to be made. Mr. Alfred Ebenezer Schultz, a wine merchant, of 21, King's-road, Chelsea, said the defendant, with a lady, ordered a quantity of cooper, some whisky, and some rum, and gave his card—T. F. Wright, journalist, 1, Hare-court, Fleet-street. The goods were sent to Shawfield-street, but he had never been paid for them, although the transaction was to be a ready-money one. The defendant said he had been a member of the club, but had left some time. He had occupied chambers at Hare-court for eighteen months. Mr. Schultz, in answer to the magistrate, said that on the faith of the card he gave credit; he had since been to the house and asked for the goods. Thomas Moore, an ironmonger, of 91, King's-road, said that under similar circumstances he had let the prisoner have goods, but had never been paid. The defendant said he had offered the money, but the boy had no change. Witness denied this. John Campbell, manager to Mr. George Nicholls, butter and cheese merchant, of King's-road, Chelsea, said the defendant ordered two rabbits, and some pork, to be paid for on delivery, but the money was not forthcoming; he also gave one of the cards produced. Defendant said he had had many dealings with the witness and paid him; his name was in the *Directory* in three places. Henry Giles, the warrant officer, said he apprehended the prisoner. Mr. Barstow could not see that any offence had been committed. Mr. Smyth submitted that a remand was necessary for the production of the secretary of the club to prove the falsity of the defendant's assertion. Mr. Barstow refused to adjourn the case; the prosecution had had plenty of time to bring up their witnesses. Mr. Smyth submitted that the difficulty of apprehension had thrown them back. In an experience of twenty-three years he had never had such an application refused. He had no objection to the defendant being admitted to bail if he was a respectable man. Mr. Barstow said he would do nothing of the sort. Mr. Smyth then asked that his clients might be bound over to prosecute the defendant to trial under the Vexatious Indictments Act. Mr. Barstow said that Act did not reach the Act of 1869. Mr. Smyth quoted the 18th section of the Act of 1869, which, he urged, embodied the provisions of the Vexatious Indictments Act. Mr. Barstow said he thought the case would turn out to be one of the "Long Firm" affairs when he granted the warrant, but the evidence showed that it was only one of simple contract debt, and the process of the court had been put to a disgraceful use in this attempt to enforce payment. He discharged the defendant.

I quote this case because I want to draw attention to what I believe is the fact, that under sub-section 1 of section 13 of the Debtors Act, 1869, no debtor has been even committed for trial unless he has been guilty of something which was a crime before that Act was passed.

I venture to submit that this view, which was apparently taken by the magistrate in the recent case, is wrong. The criminal law was, by the Debtors Act, 1869, expressly widened to cover cases of "simple contract debt," under certain circumstances.

The full title of the Debtors Act, 1869, is as follows:—"An Act for the abolition of imprisonment for debt, *for the punishment of fraudulent debtors*, and for other purposes." The first part of the Act is headed, "Abolition of imprisonment for debt." The second part, which includes section 13, sub-section 1, under which the proceedings in the above-quoted case took place, is headed, "Punishment of fraudulent debtors." This sub-section is a substantive enactment, rendering any person guilty of a misdemeanour, and liable to one year's imprisonment, with or without hard labour, if, in incurring any debt or liability, he has obtained credit under false pretences, or by means of other fraud; so it expressly applies to cases (to use the magistrate's own words) "of simple contract debt." Whilst the Legislature intended to abolish imprisonment as regards the honest debtor, they intended the dishonest debtor to be treated as a criminal. If this is not so, what is the meaning of the words, "any *other* fraud"? They cannot mean "false pretences," because the use of the words "any *other* fraud," in addition to the words "false pretences," shows that something beyond false pretences was meant. But prior to the Debtors Act, 1869, the words "fraud" and "false pretences," as applied to a single person (i.e., not to a conspiracy), were convertible, and I submit that the words "by any other fraud," simply are a verbose way of saying "dishonestly."

I commend this sub-section, and the words, "any *other* fraud"—particularly the word "*other*"—to the consideration of those who administer the law. A Creditor.

March 30.

A Novelty.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The enclosed is cut out of the *Liverpool Courier* of yesterday. Will. Bartlett.

22, North John-street, Liverpool,
March 31.

[The following is the advertisement referred to.]

LLOYD, EDWARDS, & LLOYD, ATTORNEYS and SOLICITORS, RUTHIN.—This Firm having been Dissolved, and Mr. William Lloyd having since died, Mr. E. H. Edwards begs respectfully to offer his services to the Clients of the late firm. For eight and a half years past he conducted its business in every department. He recollects with pleasure the kind reception he met with from the Clients when he first joined the firm, and the congratulations to the late Mr. Lloyd on that occasion. He trusts that his diligence, care, and consideration for the interests of the Clients, high and humble alike, at all times, will have been appreciated.

20, Castle-street, Ruthin, 22d March, 1875.

Leases of City Property.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Much trouble and loss having been recently sustained by owners of property for whom I (as their surveyor) have been concerned, by the omission of the following provisions in leases, I hope you will allow me to bring them under the notice of solicitors, through the medium of your journal.

1. Provision for the landlord or his agent to show the premises to intending tenants or purchasers during the last six months of the term, at suitable hours on certain week-days, and to enable the landlord to exhibit, during the like period, a notice of a specified size on the premises, announcing that they are to be let or sold.

2. In letting city or other centrally situated property, generally let in floors or offices, a clause, in the event of the lessee desiring to assign or underlet, referring, in case of dispute, the trade, profession, or business of the proposed under-tenant to the arbitration of an umpire, whose decision shall be final. This would obviate the necessity of much fighting between lessor's and lessee's solicitor as to the arbitrary right of the lessor to refuse his licence to assign or underlet to a trade not specially excepted or prohibited by the lease, but nevertheless often involving, in the city, &c., a loss of tone to the building and a great increase of premium for insurance against fire *on the whole building*, and which would then form matter for special adjustment as between lessor and lessee.

3. That for any act done by lessee which renders the premises liable to inhabited house duty (where they form part only of a house)—a serious tax on city property—he (the lessee) shall indemnify the lessor against payment thereof, as under the present interpretation of the Act very little is necessary to render premises (even let as offices) so liable (*vide* decisions of the judges on the appeal cases).

Herbert Bean.

6, King William-street, E.C., March 31.

A letter from St. Petersburg, published in the *Memorial Diplomatique* of Paris, states that some ladies have formed a society with a view of qualifying themselves for the bar, and demanding permission to plead after undergoing the prescribed examination.

Societies.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday last. A paper was read on the "Life and Influence of Lord Mansfield," which was followed by an interesting discussion.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The annual meeting was held on Wednesday last at the offices of the company, JAMES CUDDON, Esq., the chairman presiding.

Mr. F. MCGEDY (actuary and secretary) read the notice convening the meeting, and the minutes of the preceding annual meeting. The directors' report and statement of accounts having been circulated among the shareholders were taken as read.

The CHAIRMAN, after referring to the death of their late chairman, Sir William Foster, said—Twenty years have rolled by since we commenced operations, and those amongst us who shared in the labours of that commencement cannot but be gratified to see that the hopes and expectations then entertained have been so well realized. I am sure it is satisfactory to all who are now interested in the company, whether as shareholders or as assured, to observe the gradual increase in its prosperity from one quinquennial period to another, as exemplified in the report before you. The result is a sound present gross income of just £110,000 a year (of which about £25,000 are net fire premiums), with well-invested funds and assets now amounting to £425,000. The mere fact, however, of having large funds, even if reckoned by millions, is obviously of but little avail unless they are more than, or at all events fully commensurate with, the liabilities, properly estimated. That is the material point to be borne in mind, rather than the actual amount of the funds themselves. The amount of the premiums on the new business of the past year, in the fire and life departments, collectively exceeds £15,000, and there is good reason to hope that in the future there may be an increase rather than a diminution of this amount. The new life premiums during the past year might have been expected to exceed the amount produced, namely, above £8,200. But during the course of the year extraordinary circumstances occurred—for some seven or eight proposals averaging about £5,000 each were declined as being in our judgment undesirable—but the connections of the company, I submit, should be measured by the amount of business offered or proposed, rather than by the amount accepted—so that in effect the connection in the life department has during the past year improved, while the new business in the fire department shows a satisfactory increase. While speaking of new premium income, I wish to draw your attention to the fact that there must each year be a falling off in the old income by lapses and surrenders, and through the cessation of premiums on life policies becoming claims, so that what we have to aim at is an actual increase after taking all these deductions into account. These considerations suffice to show the shareholders the great importance of their combined and steady efforts to promote the business of the company. I feel confident that all will be content with the suggested dividend of fifteen per cent. The directors have endeavoured to make the dividends as free from fluctuation as possible, and they feel that the true interests of the proprietors are best promoted by the system adopted of keeping in hand a fund to meet the contingency of an unfavourable period during the current quinquennium. You will observe that it is proposed to appropriate £2,500 from the fire profits for the purpose of making the fire paid-up capital an even sum of £40,000—an arrangement which I trust will meet with your approbation. It may be well to remind you that the fire and life funds are quite separate—with distinct and not joint liabilities. The question of the safety and general condition of life insurance companies has, you will remember, of late been prominently before the public. It is a public question undoubtedly of the most serious importance, and as regards each company it is, of course, a vital question to many of the parties concerned; but fortunately it is a question as to which there is no difficulty in forming a correct opinion, so as to feel perfectly confident and fully satisfied. You are all aware that the Government now requires from each life insurance office a return showing the condition of its affairs, and stating the foundation of the calculations on which the valuations are made. I think, while these requirements are highly beneficial to the public, it would be advantageous that a strict principle of valuation should be obligatory in all cases. Every man, who does not wish to delude himself on looking into his affairs, estimates his assets at the lowest and his liabilities at the highest reasonable sum. In investigating the company's affairs we have strictly adhered to this sound and safe principle. It appears that valuation returns have been made to the Board of Trade by eighty insurance offices. Out of these I observe that forty-one offices have in their life insurance valuation assumed a rate of interest of only £3 per cent. We have also in our life insurance valuation assumed only £3 per cent., and I need hardly point out to you that as the average rate of interest on our investments is just £4 10s. per cent., there must by reason of the great difference annually between these two rates be in this respect a large future profit. Again, in valuing the yearly life premiums payable to the company, the net premiums, which, according to the tables, would suffice to meet the risks, have alone been taken into account, and no part of the loading, or addition to those net premiums paid by the insured—in fact, amounting to more than £10,000 a year—has been valued at all, and here again is a large future profit and also a fund for future expenses. Again, as to the probabilities of life, though in the valuation we used the Carlisle table, and which is adopted by thirty-seven out of the eighty offices above referred to, which is a stricter test than some other tables which are not unfrequently adopted, yet our cautious and prudent actuary has, I am glad to say, added some thousands to the estimated amount of liability as deduced by the Carlisle table with 3 per cent. and net premiums. I do not intend to state, or even to hint, that other companies which may assume a rate of interest of 3¼, 3½, or 4 per cent., or which may use any other table less strict than the Carlisle table, or which may value the whole or some part of the loading to the net premiums, are pursuing a dangerous course; but what I wish to impress upon you is that we are acting in an exceedingly cautious and prudent manner, and that in point of fact we might without any great imprudence, or perhaps without any actual imprudence at all, have brought out a much larger surplus, but that we preferred a principle of valuation, which makes it quite improbable that there will exist in the future any necessity for retracing our steps. Besides the points I have touched upon, I may add an observation in regard to the reversions purchased by the company, viz., that those reversions may fairly be considered as yielding a profit of some thousands not taken into account in the valuation. I hope I am not mistaken in supposing that when the necessary calculations in detail are fully completed it will appear that there will be a reversionary bonus for the past five years of about 1¼ per cent. per annum on the sums assured under policies entitled to share in the profits. You will remember that in 1873 we paid a sum for claims in the life department much beyond the expectation—for it happened during that year that five heavy policies became claims for an aggregate amount of £20,000 or thereabouts, and what gives me additional confidence and satisfaction is that notwithstanding the unusual excess of claims during that year the results of the whole quinquennium are so favourable. It has been determined to recommend the setting aside a sum so as to appropriate to those policies which may fall in before the next division of profits, and on which three premiums shall have been paid since 30th of November, 1874, a bonus of one per cent. per annum on the sum assured. The appropriation of a sum by way of contingent or intermediate bonus is adopted by some offices and appears to be rather popular. This is the first step we have taken in that direction, and the board will observe its effect, so as on the occasion of the next division to be able to decide whether to recommend a contingent bonus in some shape as a permanent arrangement. There is one other point I wish to mention, and that is the expenses of management. I think those expenses have been kept within the narrowest limits which circumstances admitted of. Indeed, I am not aware of a single pound having been expended which could have been properly avoided.

Mr. C. PEMBERTON (the deputy-chairman) seconded the motion, which was unanimously agreed to.

Mr. T. G. MILLS proposed the following resolution:—"That the recommendation of the directors in their report now read, as to adding £2,500 to the paid-up capital of the fire department and as to the payment of dividend and bonus, be adopted, and that a dividend and bonus together after the rate of fifteen per cent. per annum, free of income tax, be paid to the shareholders upon the increased paid-up capital, namely, £60 000, for the financial year ending the 30th November, 1875."

Mr. JAMES WARD (Sheerness) seconded the motion, and it was carried unanimously.

Mr. F. C. GREENFIELD moved the re-election of the retiring directors, which was seconded by Mr. GEORGE HYDE, and carried unanimously.

Mr. Theodore Waterhouse, the shareholders' auditor, and Mr. Darley, the directors' auditor, were also re-elected.

Mr. GEORGE HYDE moved that the sum of £2,000 per annum be voted to the directors, to commence from the current financial year.

Mr. T. G. MILLS seconded the resolution, which was carried unanimously.

Mr. N. S. E. STEINBERG proposed that the sum of fifty guineas be paid to each of the auditors for his services during the past year.

The motion was seconded by Mr. HYDE, and carried unanimously.

The CHAIRMAN proposed that a special vote of thanks be given to Mr. McGedy for the great assiduity, labour, and skill displayed by him in the preparation of the accounts, and also for his attention to the business of the company generally.

Mr. C. PEMBERTON had great pleasure in seconding that motion, and also in bearing testimony to Mr. McGedy's great ability and zeal in the interests of the company.

Mr. STEINBERG also bore testimony to the admirable manner in which Mr. McGedy had conducted the business, and said that if he erred at all it had been on the side of caution.

Mr. F. R. WARD and Mr. GEORGE HYDE also supported the motion, which was carried unanimously.

The CHAIRMAN proposed that the thanks of the shareholders be voted to Mr. Rogers, manager of the fire department, and the other officers of the company.

The resolution was seconded and agreed to.

Mr. MCGEDY, in returning thanks, congratulated the shareholders generally on the satisfactory results of the valuation, which, as the chairman had said, was made on the strictest principles; and could conscientiously say that the reserves they had made were more than ample for every liability upon the books. It might be asked: "Why have you made such large reserves and not given us more bonus?" The reason was simply that the directors thought it better to have strong reserves, so that they should be able to maintain the bonus in future years, than to give a larger bonus then, and perhaps in another five years have to reduce it.

Mr. STEINBERG suggested that the directors should consider whether some substantial mark might not be given to Mr. McGedy and Mr. Rogers of their appreciation of their services, and if that were done he felt sure it would meet with the sanction and approbation of the shareholders.

The CHAIRMAN said it would be considered in the ordinary course next week.

Mr. E. WILSON proposed a vote of thanks to the chairman, which ended the meeting.

The Paris correspondent of the *Standard* says that a French provincial judge has decided that an hotel keeper is bound to wake a traveller in the event of his wishing to leave by a certain night train. The judge held that it was not only the duty of the hotel keeper to do so, but that he was liable to damages if he refused or neglected; at the same time the judge commented in strong terms on the practice of some hotel keepers of wilfully delaying the departure of travellers, and thereby making them pay for an extra day's lodging. In the case before the court the hotel keeper was let off with a fine of thirty francs, it being his first offence of the kind.

Appointments, Etc.

Mr. ANDREW RUTHERFURD CLARK, advocate, has been elected a Curator of Patronage in the University of Edinburgh, in succession to Lord Neaves, whose tenure of office has expired. Mr. Clark is an LL.D. of the University of Edinburgh, and was called to the Scotch bar in 1849. He was Solicitor-General for Scotland from 1869 to February, 1874, when he succeeded the present Lord Advocate in the post of Dean of Faculty.

Mr. GEORGE FIELDING, solicitor and notary, of Dover, has been elected an Alderman for that borough. Mr. Fielding was admitted in 1849, and is secretary and solicitor to the Dover Gas Company, and also registrar of the Dover County Court.

Mr. RICHARD FOOTNER, solicitor, of Andover, has been appointed to the Town Clerkship of that borough, vacant by the resignation of his father, Mr. Harry Footner, who is also coroner for Andover, clerk to the borough justices, and registrar of the Andover County Court. Mr. R. Footner was admitted a solicitor in 1859, and is in partnership with his father. He has for some time acted as deputy town clerk, and is deputy registrar, coroner, and assistant magistrate's clerk.

Mr. JOHN MALCOLM LUDLOW, barrister, has been appointed Registrar of Friendly Societies, in succession to Mr. Augustus Keppel Stephenson, appointed Solicitor to the Treasury. Mr. Ludlow was called to the bar at Lincoln's-inn in Michaelmas Term, 1843, and is a conveyancer. He was secretary to the Friendly and Benefit Building Societies Commission; he edited the "Joint Stock Companies Winding-up Acts, 1848 and 1849," and has published works on "Progress of the Working Class," and on other similar subjects.

Mr. THOMAS CLARKSON RUSSEL, solicitor, of 24, Coleman-street, E.C., and Highgate, has been appointed a London Commissioner to Administer Oaths in the Court of Common Pleas.

The Town Council of Swansea have fixed Tuesday, the 13th inst., as the latest day for receiving applications from candidates for the town clerkship of that borough. The salary is to be £700 per annum, but the new town clerk will be precluded from private practice. He will also be clerk to the Urban Sanitary Authority, and to the Burial Board.

The Governors of Bridewell and Bethlehem Hospitals have appointed Monday, the 26th inst., for the election of a solicitor to those institutions. Applications, &c., are to be forwarded to the clerk to the governors on or before Thursday, the 8th inst.

Legal Items.

At the assizes at Devizes, says the *Times* reporter, thirteen of the charges were such as might have been left for trial at the quarter sessions on Tuesday next but for the obligation on the judges to clear the gaol. In the course of his charge to the grand jury, the Lord Chief Baron, referring to this, said—"More than half the cases ought never to have been submitted to you, or brought before a judge of assize. They are cases that ought to have been dealt with at quarter sessions. Nine or ten of these are such as any one justice sitting in his study could have disposed of most satisfactorily for the ends of justice, and I hope some day or other some arrangement will be made in this county and others to relieve judges and grand juries from inquiring into them."

The grand jury at Leeds, through their foreman, Sir Henry Edwards, made the following presentment to Mr. Baron Amphlett:—"The grand jury in concluding their duties, and bearing in mind the observations of his lordship upon the increase of crimes of violence, beg permission

respectfully to invite the judges' attention to the fact that in nearly all the cases that have come before them where violence has been committed, whether in aggravated assaults, or in the brutal beating of wives, or in the form of licentious outrages upon women, the exciting cause has been strong drink, and the criminals are shown to have often issued from the publichouse or beerhouse in such a state as to have lost reason and self-control. Without offering any opinion on the efficacy of the different kinds of punishment, the grand jury believe that no degree of severity is sufficient to deter the drunkard whose blood is inflamed and whose mind is blinded and maddened by drink from acts of violence and outrage; and it is, therefore, in the interests of both the victims and the perpetrators of these crimes—in short, of the whole public—that attention should be drawn as well to the exciting cause as to the severer punishment of each offence." His lordship expressed his concurrence in the observations contained in the presentment. He said that in almost all the cases of crimes of violence in the calendar drink seemed to be the prominent cause; but he had also occasion to observe that in many cases the persons who have suffered from the violence have accompanied the prisoners to publichouses, and have themselves become intoxicated and thus made themselves an easy prey to the evil designs and violent conduct of other persons.

The Lord Chief Justice was present on Wednesday at the annual dinner of the Southampton Chamber of Commerce. His health was drunk amid great cheering. On rising to reply he was again cheered for some minutes. In the course of his speech he said—"Your approbation—your reception—is to me a gratification past all power of expression, for it tells me that calumny and abuse have not altered your opinion of me. Gentlemen, the viper-tooth of calumny is sharp and its poison is deadly, and the fable tells us that the viper does not fix its fangs in you with the less deadly hostility because you have cherished it in your bosom; and the fable tells us also that there are things upon which the teeth of the viper are spent in vain. One of these is the confidence, however it may be wanting in deluded, infatuated, ignorant multitudes—the confidence which, in this country, all classes of thinking and educated men entertain in the integrity of the judicial bench. You have toasted to-night the Sovereign, the head of these realms and the foundation of all power; you have toasted the army and the navy and the volunteers, those gallant follows who are ready to risk their lives at any moment in the defence of our country and the maintenance of its honour and of its glory, but there is an element in the State not less important than these. It is the administration of justice, and one of the great safeguards of the constitution has been the confidence of the people in the purity and the integrity of its administration. Woe to those who seek to undermine that confidence, to those who, by calumny and vituperation of the most detestable and the most villanous kind, seek to shake the confidence of the people in the administration of the justice of this country!"

Obituary.

LORD WESTBURY.

Richard Augustus, second Lord Westbury, died a few days ago after a long illness. The deceased peer was the eldest son of the first Lord Westbury. He was born in 1830 and succeeded his father in 1873. He was called to the bar at the Middle Temple in Trinity Term, 1853, and practised as an equity draftsman and conveyancer. He was for a short time principal secretary to his father when Lord Chancellor, and in 1862 he was made a registrar of the London Court of Bankruptcy. Lord Westbury was married in 1851 to the daughter of the Rev. Alexander Fownes Luttrell, of Quantoxhead, Somersetshire, and his son (now Lord Westbury) was born in 1852.

Up to the Easter adjournment of Parliament only six public Acts had received the royal assent.

Court Papers.

SITTINGS AT NISI PRIUS.

QUEEN'S BENCH.

In Term.

Middlesex—April 16, 23, 30. No London sittings.

After Term.

Middlesex—May 10. London—May 13.

COMMON PLEAS.

In Term.

Middlesex—April 16, 23, 30. No London Sittings.

After Term.

Middlesex—May 10, 11, 12. London—May 10 to 15 inclusive.

EXCHEQUER.

In Term.

Middlesex—April 16, 22, 29. London—April 29.

After Term.

Middlesex—May 10. London—May 13. No London sittings.

COURT OF CHANCERY.

EASTER TERM, 1875.

COURT OF APPEAL IN CHANCERY.

Westminster.

Thrday. April 15..Appeal Motions
Lincoln's-inn.
Friday ....16..Bkt apps & appls.
Saturday ..17 { Pets in Lunacy & app pets.
Monday ....19..App motns & apps
Tuesday....20 } Appeals.
Wednesday.21 }
Thursday ..22..Bkt. apps. & apps.
Friday ....23..Appeals.
Saturday ..24 { Petns. in Lunacy and App Petns.
Monday ....26..App. mtns. & apps
Tuesday ..27 { Apps. from the County Palatine of Lancaster, apps. from the Stannaries Court, and apps.
Wednesday .28..Appeals.
Thursday ..29..Bkt. apps. & apps
Friday ....30..Appeals.
Satrday May 1 { Petitns. in lunacy & app. petns.
Monday .... 3..App. mtns. & apps.
Tuesday.... 4 } Appeals.
Wednesday . 5 }
Thursday .. 6..Bkt. apps. & apps
Friday .... 7..Appeals.
Saturday .. 8 { Petitns. in lunacy and appl. petns.

MASTER OF THE ROLLS.

Westminster.

Thrday. April 15..Motions
Chancery-lane.
Friday.....16..General paper.
Saturday ..17 { Petns., sht. caus., adj. sumns., and gen. pa.
Monday ....19 }
Tuesday ..20 } General paper
Wednes ....21 }
Thursday ..22..Mtns. & gen. pa
Friday ....23..General paper.
Saturday ..24 { Petns, sht. caus. adj. sumns., & gen. pa.
Monday....26 }
Tuesday....27 } General paper
Wednesday..28 }
Thursday..29..Mtns. & gen. pa
Friday.....30..General paper.
Satrday May 1 { Petns, sht causes adj. sums. & gen. pa.
Monday .... 3 }
Tuesday .. 4 } General paper.
Wednesday. 5 }
Thursday .. 6..Mtns. & gen. pa.
Friday .... 7..General paper.
Saturday .. 8 { Petns., sht. caus. adj. sums., and gen. pa.

N.B.—Further Considerations will be taken as part of the General Paper in priority to original Causes, but will not take precedence of any Cause or matter that has already appeared in the Paper.

Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the cause comes into the paper.

V. C. SIR RICHARD MALINS.

Westminster.

Thrday. April 15..Motions
Lincoln's-inn.
Friday ....16..Petns & gen pa
Saturday ..17 { Sht. causes, adj sumns., & gen pa.
Monday....19 }
Tuesday....20 } General paper.
Wednesday 21 }
Thursday ..22..Motns &gen pa.
Friday ....23..Petns. & gen. pa.
Saturday ..24 { Sht. causes, adj sums, and gen pa
Monday ....26 }
Tuesday....27 } General paper.
Wednesday .28 }
Thursday ..29..Motns & gen pa.
Friday ....30..Petns & gen. pa.
Satrday May 1 { Sht. causes, adj. sums. & gen. pa.
Monday.... 3 { County Ct. appls. & general pa.
Tuesday.... 4 } General paper.
Wednesday.. 5 }
Thursday .. 6..Motns & Gen pa
Friday..... 7..Petns. & gen. pa
Saturday .. 8 { Short causes, adj sums, & gen. pa.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

V. C. SIR JAMES BACON.

Westminster.

Thrday. April 15..Motions
Lincoln's-inn.
Friday ....16...General paper.
Saturday ..17 { Petns, sht. causes & gen pa
Monday ....19..In Bankruptcy.

Tuesday 20 Wednesday.21	General paper.
Thursday ..22	Motns. adj. sums. & gen pa.
Friday ....23..	General paper.
Saturday ..24	Petns., sht. caus. & gen pa
Monday ....26..	In Bankruptcy.
Tuesday ....27 Wednesday 28	General paper.
Thursday ..29	Motns. adj. sms. & gen. pa.
Friday ....30..	General paper.
Satrday May 1	Petns., sht. caus. & gen. pa.
Monday.... 3..	In Bankruptcy
Tuesday.... 4 Wednesday. 5	General paper.
Thursday... 6	Motns. adj. sums. & gen. pa.
Friday. .... 7..	General paper.
Saturday.... 8	Pets. sht. causes, & gen. pa.

N.B.—Further Considerations will be taken as part of the General Paper, in priority to Original Causes, but will not take precedence of any Cause or matter that has already appeared in the Paper.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

V. C. Sir CHARLES HALL.

Westminster.

Thrday. Apill5Motions

Lincoln's-inn.

Friday ....16..	Petns., & gen. pa.
Saturday ..17	Short caus., & Gen. pa.
Monday....19 Tuesday ..20 Wednesday .21	General Paper.
Thursday ..22	Mtns. adj. sms & gen. pa.
Friday.....23..	Petns. & gen. pa.
Saturday.. 24	Sht. causes & gen. pa.
Monday ....26 Tuesday ..27 Wednesday.28	General paper
Thursday ..29	Mtns. adj. sums. & gen. pa
Friday.....30..	Petns. & gen. pa
Satrday May 1	Sht. causes & gen. pa.
Monday.... 3 Tuesday.... 4 Wednesday. 5	General paper.
Thursday .. 6	Mtns. adj sums & gen. pa.
Friday .... 7..	Pets. & gen pa.
Saturday .. 8	Sht. causes & gen. pa.

N.B.—Further Considerations will be taken as part of the General Paper in priority to Original Causes, but will not take precedence of any Cause or Matter that has already appeared in the Paper.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to standover if it shall be within twelve of the last cause or matter in the printed Paper of the day for hearing.

PUBLIC COMPANIES.

RAILWAY STOCK.

LAST QUOTATION, April 2, 1875.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	103½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	48½
Stock	Great Northern	100	137½
Stock	Do., A Stock*	100	154½
Stock	Great Southern and Western of Ireland	100	107
Stock	Great Western—Original	100	110
Stock	Lancashire and Yorkshire	100	138
Stock	London, Brighton, and South Coast	100	100½
Stock	London, Chatham, and Dover	100	38
Stock	London and North-Western	100	144½
Stock	London and South Western	100	113
Stock	Manchester, Sheffield, and Lincoln	100	77½
Stock	Metropolitan	100	84
Stock	Do., District	100	37½
Stock	Midland	100	139
Stock	North British	100	76½ x d
Stock	North Eastern	100	163½
Stock	North London	100	114
Stock	North Staffordshire	100	70
Stock	South Devon	100	56
Stock	South-Eastern	100	119

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There has been no change in the Bank rate. The proportion of reserve to liabilities has fallen from 38½ per cent. last week to 34½ per cent. this week. At the close of last week the home railway market was firm, but on Tuesday it began to droop, and on Wednesday and Thursday it became dull, and prices fell. There has been little doing in the foreign market. Consols closed on Thursday 93 to ¼ for money, and 93¼ for 4th of May account.

The twenty-first annual report of the Briton Medical and General Life Association states that during the year the directors had received 1,773 proposals for assuring £535,892, which proposals had been thus dealt with—74 for assuring £28,753 had been declined; 454 for assuring £154,518 had not been carried into effect from various other causes; and 1,245 for assuring £352,619 had been completed, and had produced the sum of £11,667 in new annual premiums. Three annuities were granted during the year, in respect of which the sum of £350 was received for consideration money. The total premium income for the year, after deducting the amount paid for re-assurance, amounted to £216,267 6s. 10d.; the interest to £28,628 2s. 7d.; other items of receipt to £821 1s.—making a total income of £245,516 10s. 5d.

The Oriental Bank Corporation, as agents for the National Bank of Chili, and acting on behalf of the Chilian Government, invite subscriptions for £1,000,000 sterling of the Chilian Government five per cent. Loan, 1875, of £1,900,000, in bonds of £1,000, £500, and £100 each. Price of issue 88½ per cent. The Loan will bear interest, until repayable under the operation of the Sinking Fund, at the rate of £5 per cent. per annum from the 1st day of March, 1875, with coupons attached, payable in London, at the office of the Oriental Bank Corporation, on the 1st day of March and the 1st day of September in each year. An accumulative Sinking Fund of £2 per cent. on the entire nominal amount of the loan will be applied by means of semi-annual drawings in the months of January and July in each year, the first drawing to take place in January, 1876. The Government reserves to itself the right of increasing from time to time the sum applicable for the redemption of the Bonds. By the law of 12th of November, 1874, the amount is authorized to be raised on the special security of the Government railways from San Fernando to Palmilla, and from San Felipe to Santa Rosa de Los Andes, and of the Great Mole and Bonded Stores at Valparaiso, as well as on the general security of the income and property of the State. The present issue of £1,000,000 is to be applied to the redemption of internal debts for public works, and the balance of £900,000 is to be applied to the redemption of the seven per cent. external loan of 1866.

The *Times* has published the following table of the highest and lowest prices of railway stocks between March 1, 1874, and March 1, 1875:—

Name.	Highest.	Lowest.	Prices on March 1, 1875.	Variation during the Year.
North-Western	154½	143¼	145	11¼
Great Northern	142	134	137	8
North-Eastern	178	163	165½	15
Midland	142½	124½	138½	18
Great Western	130	107½	110½	22½
Sheffield	81	66½	79	14½
South-Western	119	107	113½	12
Great Eastern	52	38½	43½	13½
South-Eastern	118	106	117	12
South Coast	97½	76	97½	21½
Metropolitan	85½	57½	82	28
Caledonian	109½	90½	102½	19
North British	79½	57½	70½	21½

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

SHEE—March 28, at Thomas-town, county Kilkenny, the wife of Mr. George Shee, of the Middle Temple, barrister-at-law, of a daughter.

MARRIAGE.

LAMB—PAYNE—March 30, at St. Mark's, Kennington, Charles Edward Tranter Lamb, of Acacia-grove, Dulwich, solicitor, to Alice Maria Ada, only daughter of Thos. Wm. Payne, of 31, Upper Kennington-lane, solicitor.

DEATHS.

BERRIDGE—March 27, at 9, Belmont-villas, Leicester, Thomas Berridge, solicitor, aged 40.

STODDART—March 24, Priscilla, the wife of Charles Stoddart, solicitor, Stepney, aged 60.

TONGE—March 13, Edward Tonge, solicitor, of 11, Adam-street, Strand.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, March 26, 1875.

Gascoette, Thomas, Henry Kelly, and William Henry Scott, Solicitors and Attorneys, New City chambers, 121, Bishopsgate st within, London. March 25

TUESDAY, March 30, 1875.

Bannister, Charles, and James Robinson, Solicitors, 28, Philpot lane, London. March 23

Winding up of Joint Stock Companies.

FRIDAY, March 26, 1875.

LIMITED IN CHANCERY.

Builders' and General Advance Association, Limited.—Petition for winding up, presented March 19 directed to be heard before V.C. Malins, on April 16. Poole and Hughes, New square, Lincoln's inn, solicitors for the petitioner.

Cheap Fuel Supply Association, Limited.—V.C. Bacon has, by an order dated March 20, appointed James Waddell, Queen Victoria st, to be official liquidator.

Hart's Pure Whole Meal Bread and Biscuit Company, Limited.—The M.R. has, by an order dated Feb 25, appointed Francis William Pixley, Coleman st, to be official liquidator. Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to the above. Saturday, May 8, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Herefordshire Brewery Company, Limited.—The M.R. has, by an order dated February 14, appointed William Sharp, Cornhill, to be official liquidator.

Lion Assurance Company, Limited.—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to George Augustus Cape, Old Jewry. Monday, May 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

London Cotton Mills, Limited.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Charles John Schneidau Old Jewry. Tuesday, May 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, March 30, 1875.

LIMITED IN CHANCERY.

Cheap Fuel Supply Association, Limited.—Creditors are required, on or before May 1, to send their names and addresses, and the full particulars of their debts or claims, to James Waddell, Queen Victoria st, Tuesday, May 25, at 12, being the time appointed for hearing and adjudicating upon the debts and claims.

Coal Economizing Gas Company, Limited.—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Robert Tennant, Walbrook. Thursday, May 27, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Co-operative Supply Association, Limited.—V.C. Malins has, by an order dated March 25, appointed George Augustus Cape, Old Jewry, to be official liquidator. Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, May 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Leicestershire and North of England Fire Insurance Company, Limited.—By an order made by the M.R., dated March 20, it was ordered that the above company be wound up. Mercer and Mercer, Copthall court, solicitors for the petitioner.

Teplitz Colliery and Coal Oil Company, Limited.—The M.R. has, by an order dated Feb 9, appointed George Augustus Cape, Old Jewry, to be official liquidator.

Friendly Societies Dissolved.

FRIDAY, March 26, 1875.

Goldeston New Friendly Society, Wherry Inn, Goldeston, Norfolk. March 23

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 26, 1875.

Akers, Richard, Arlington st, Sadlers' Wells, Livery Stable Keeper, John Akers, St John st rd, Clerkenwell, Livery Stable Keeper, or Thomas Akers. April 26. M.R.

Armitage, William George, New Cross rd, Daptford. April 20. Armitage v Marshall, V.C. Malins. Parvis, George yard, Lombard st

Dircks, Henry, Charing cross, Patent Agent. April 20. Royal Society of London v Robinson, V.C. Bacon.

Donald, Ann Davison, Surbiton, Surrey, Baker. April 8. Lamberton v Donald, V.C. Malins. Ford and Lloyd, Bloomsbury square

Fenwick, Henry, South hill, Durham, Esq. May 1. Fenwick v Fenwick, V.C. Hall. Blythe, Craven st, Charing cross

Holden, James, Coppys Farm, Lancashire, Yeoman. April 22. M.R.

Hughes, John, Llanrwst, Denbigh, Farmer. April 30. Hughes v Maurice, V.C. Hall. Griffiths

Latham, James, Tunstall, Stafford, Builder. April 22. Latham v Mullington. M.R. Llewellyn and Ackrill, Tunstall

Sandys, William, Torrington square, Gent. April 23. Browne v Sandys. M.R. Knott, Lincoln's inn fields

Tanner, William Benford, Rye, Sussex, Solicitor. April 23. Tanner v Barra, M.R. Butler, Rye

Thomas, John Evan, Buckingham Palace rd, Esq. April 19. Clarence v Thomas, V.C. Malins. Robinson, Jermyn st, St James'

Wakeman, William Plowden, Esquimalt, British Columbia, Gent. April 16. Tweedie v Spark, V.C. Bacon. Townley and Gard, Gresham buildings, Basinghall st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 26, 1875.

Allen, Jane, Newport, Isle of Wight. May 1. Mew, Newport

Bateman, Henry, Acre lane, Brixton. May 8. Jacobs and Co, Budge row, Cannon st

Birchistle, John, Widnes, Lancashire, Labourer. May 1. Hore and Monkhouse, Liverpool

Brown, George, Stevenage, Hertford, Gent. April 28. Chapman, Biggleswade

Buckley, Right Hon Lady Catherine, South Audley st. May 23. Walters and Co, New square, Lincoln's inn

Catherall, Mary, Midmay rd, Stoke Newington. April 30. Rowcliffe, Bedford row

Chaplin, William, Southampton, Provision Merchant. May 20. Hickman and Son, Southampton

Covey, Rev Charles, Alderton Rectory, Gloucestar. July 1. Simcox, Birmingham

Creed, Thomas, Southampton, Draper. May 20. Hickman and Son Southampton

East, William, Louth, Lincoln, Merchant. May 1. Sharpley, Louth

Ellwood, Edward, Great Charlotte st, Blackfriars rd, Hat Manufacturer. April 30. Fesenmeyer, Great James st, Bedford row

Fraser, Elizabeth, Coleshill st, Eaton square. May 1. Ward, Lincoln's inn fields

Goodwin, Mary Ann, Lee, Kent. April 27. Sheppard and Riley, Moorgate st

Harbridge, otherwise Harrington, Emma, Feltham, Middlesex. April 19. Whitley and Maddock, Liverpool

Hewlet, Joseph, Nutford place, Maryiebone, Gent. May 7. Bicknell and Hortin, Edgware rd

Hockley, John, Fortess place, Kentish town, Government Official. May 1. Hawkins, Chancery lane

Hopkins, Joseph, Penge, Surrey, Gent. April 28. Etherington and Mann, Chatham

Hunnybun, Thomas, Cambridge, Coach Builder. May 1. Hunnybun and Son, Huntingdon

Hunt, George Palmer, Swainsthorpe, Norfolk, Gent. June 1. Blake and Co, Norwich

Jefferson, Samuel Henry, Cedar rd, Walham green, Gent. May 31. Foster, Queen st place, Cannon st

Jekyll, Robert, Tufton st, Westminster. May 12, Draper, Vincent square

Knight, Robert, Kirdford, Sussex, Farmer. June 24. Bedford, Horsham

Knott, John, Naverine rd, Dalston, Esq. May 1. Young and Jaokson, Essex st, Strand

Langshaw, Ellen, Rainhill, near Liverpool. May 31. Cropper, Liverpool

Levy, Morrice, Guildford st, Russell square, Officer of the Sheriff of Middlesex. May 1. Allen and Son, Carlisle st, Soho square

Love, Samuel, Waterhouse, Shoreham, Kent, Gent. May 17. Gibson, Dartford

Macfarlane, Rev John, Victoria rd, Clapham. May 1. Underwood and Coleman, Holles st, Cavendish square

Noon, Charles, Knighton, Leicester, Esq. May 1. Stone and Billson, Leicester

Pugh, Charles Vaughan, Plas Trehelig, Montgomery, Esq. May 15. Harrison, Welshpool

Randles, John, Wrexham, Denbigh, Boot Maker. May 1. James, Wrexham

Say, Sarah, Norwich. May 1. Blake and Co, Norwich

Scott, Thomas Walter, Forest Gate, Essex, Captain of the Margaret Falconer. June 23. Mackeson and Co, Lincoln's inn fields

Tombs, Sir Henry, K.C.B., V.C., Newport, Isle of Wight, Major General R.A. May 1. Hicks and Son, Gray's inn square

Vernon, Ann, Litherland park, near Liverpool. May 1. Harmood and Co, Liverpool Lowndes, Liverpool

Vernon, John, Liverpool, Shipbuilder. April 15. Harmood and Co, Liverpool. Lowndes, Liverpool

Willicombe, William, Tunbridge Wells, Kent, Esq. May 1. Mason, Gresham st

Winship, Samuel, Scawby, Lincoln, Yeoman. June 30. Hett and Co, Brigg

Bankrupts.

FRIDAY, March 26, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Braun, Philipp, Edgware rd, Cigar Merchant. Pet March 19. Roche. April 8 at 11.30

Bridge, William, Bread st, Accountant. Pet March 24. Spring-Rice. April 22 at 12

Ward, Joseph William, Evan's Hotel, Covent garden. Pet March 25. Pepys. April 13 at 12

To Surrender in the Country.

Barker, Horace Isaac, Biggleswade, Bedford, Solicitor. Pet March 22. Pearse. Bedford, April 12 at 3

Carter, John, and Christopher O'Kelly, Eastbourne, Sussex, Carvers. Pet March 23. Blaker. Lewes, April 9 at 12

Fenwick, Thomas Wright, Stamford, Lincoln, Chemist. Pet March 20. Gaches. Peterborough, April 8 at 11

Mawle, Frederick, Hastings, Sussex, Lathwood Dealer. Pet March 24. Young. Hastings, April 17 at 12

Moss, Jabez, Carleton Rode, Norfolk, Wheelwright. Pet March 24. Cooke. Norwich, April 6 at 3

Smith, John, Birmingham, Draper. Pet March 22. Chauntler. Birmingham, April 15 at 3

Tompkinson, Arthur John, Liverpool, Salt Manufacturer. Pet March 23. Watson. Liverpool, April 12 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, March 26, 1875.

Ellerman, Charles Frederick, St Martin's lane, Westminster, Merchant. March 22

Ellerman, Charles Frederick, Philpot lane, Agent. March 22

Fancheux, Ferdinand Theodore, Southampton row, Chemist. March 23

Lloyd, Edward, and James Statham, Liverpool, Timber Merchants. March 19

TUESDAY, March 30, 1875.

Bower, Robert, Surrey cottages, Tonsley hill, Surrey, Clerk. March 24

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 26, 1875.

Abbott, Edwin, High st, Poplar, Clothier. April 9 at 4 at 139, Euston rd. Webb

Arthur, William, Sheffield, Draper. April 9 at 3 at offices of Binney and Sons, Queen st chambers, Sheffield

Aston, William John, Newport, Monmouth, Ironmonger. April 16 at 1 at offices of Williams and Co, Dock st, Newport

Atkinson, John, Lower Park rd, Peckham, Woollen Rag Merchant. April 13 at 3 at offices of Chapman, Basinghall st

Ball, Thomas William, Chagford, Devon, Builder. April 15 at 12 at the Castle Hotel, Castle st, Exeter. Flood, Exeter

Barker, Thomas, Chilworth st, Gloucester terrace, Paddington, Boot Maker. April 3 at 2 at 119, Cheapside

Basham, Arthur, and John Varley, Prince's rd, Kennington cross, Builders. April 6 at 12 at offices of Cooke, Essex st, Strand

Bates, John Stapley, Great Castle st, Regent st, Jeweller. April 13 at 2 at offices of Richards, Warwick st, Regent st

Bedford, Alfred Edward, New North rd, Islington, Carver. April 12 at 11 at 25, Great James st, Bedford row. Pope

Bonsor, William, Birmingham, Manufacturer of Electro Plated Wares. April 9 at 12 at offices of Tyndall and Co, Waterloo st, Birmingham

Boyes, James, Sheffield, Bookseller. April 8 at 12 at offices of Bramley Paradise square, Sheffield

Bramwell, John, and George Bramwell, Little Hucklow, Derby, Cheese Factors. April 12 at 12 at offices of Bennett, Norfolk st, Sheffield. Hodgson

Brandram, Samuel, Pall Mall, Wine Merchant. April 8 at 12 at the Guildhall Tavern. Walters and Co

Brown, George, jun, Great Brickhill, Buckingham, Farmer. April 5 at 11.30 at offices of Stimson, Mill st, Bedford

Buckingham, James, Old Kent rd, Mill Furnisher. April 13 at 2 at offices of Lumley and Lumley, Conduit st, Bond st

Bygate, John, Sunderland, Durham, Grocer. April 5 at 11 at offices of Steel, Bank buildings, Sunderland

Byrne, Dennis, Liverpool, Boot Manufacturer. March 23 at 3 at offices of Lowe, Castle st, Liverpool

Caley, George Newbridge, Vincent st, Westminster, Ironfounder. April 10 at 12 at offices of George and Edwards, Wool Exchange, Coleman st. Watson

Campbell, Robert, Sheffield, Hat Dealer. April 12 at 12 at offices of Tattershall, Meetinghouse lane, Sheffield

Candlin, John Hayward, Stourbridge, Worcester, Beerseller. April 12 at 11 at offices of Clinton, High st, Brierley hill

Carter, George, Birmingham, Grocer. April 8 at 3 at offices of Jaques, Cherry st, Birmingham

Chambers, Humphrey, Frome, Somerset, out of business. April 8 at 3 at the Angel Inn, King st, Frome. McCarthy, Frome

Chapman, William Henry, St Briavels, Gloucester, Farmer. April 14 at 12 at offices of Dix, Exchange buildings, Bristol

Crosland, Henry, Huddersfield, York, Stone Merchant. April 7 at 3 at offices of Learoyd and Learoyd, Baxton rd, Huddersfield

Davies, John Walter, Pwllheli, Carnarvon, Grocer. April 10 at 1 at offices of Picton Jones and Roberts, Market st, Carnarvon

Dawson, Alfred, Dewsbury, York, Grocer. April 14 at 3 at the Scarborough Hotel, Dewsbury. Tennant and Rayner, Dewsbury

Day, George Hasted, Brighton, Sussex, Paper Dealer. April 14 at 3 at the Old Ship Hotel, Brighton. Brick and Co, Brighton

Drawbridge, William, Stone lane, Licensed Victualler. April 2 at 1 at Wood's Hotel, Portugal st, Lincoln's inn fields. Poole, Bartholomew close

Elworthy, Albert Henry, Crossland rd, Attorney-at-Law. April 7 at 2 at Freemasons' Tavern, Great Queen st. Kimber and Lee

Evans, John Harries, Newport, Monmouth, Printer. April 10 at 12 at offices of Williams and Co, Dock st, Newport

Evans, Thomas, Wolverhampton, Stafford Brewer. April 7 at 11 at offices of Barrow, Queen st, Wolverhampton

Gardner, John Myers, Leeds, Linendraper. April 6 at 2 at offices of North and Sons, East parade, Leeds

Garford, George, Savile row, no occupation. April 19 at 3 at offices of Lawrance and Co, Old Jewry chambers

Goaman, Thomas, Bideford, Devon, Grocer. April 9 at 12 at offices of Smale and Pyke, Bath House, Bideford

Goode, Amos, Halesowen, Worcester, Licensed Victualler. April 10 at 11 at offices of Homer, High st, Brierley hill

Grabham, Robert James, Croscombe, Somerset, Miller. April 14 at 3 at offices of McCarthy, King st, Frome

Green, John, Wolverhampton, Stafford, Lock Manufacturer. April 10 at 11 at offices of Stratton, Queen st, Wolverhampton

Hand, John, Longton, Stafford, Crate Maker. April 7 at 11 at offices of Adderley and Marfleet, Commerce st, Longton

Hawksworth, Robert Thomas, Doncaster, York, Butcher. April 10 at 3 at offices of Shirley and Atkinson, St George's gate, Doncaster

Healy, John, Harmood st, Kentish town, Letterpress Printer. April 20 at 3 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland

Hill, George, Liverpool, Boot Maker. April 7 at 3 at offices of Yates and Co, Water st, Liverpool

Hughes, David, Aberystwith, Cardigan, Slaughterman. April 3 at 3 at the Town Hall, Aberystwith. Ravenhill

Hulse, Charles Henry, and Alexander Sloane Caughey, High st, Kingsland, Dealers in Building Materials. April 2 at 2 at offices of Chidley, Old Jewry

Jeeves, Joseph, Stratton St Margaret's, Wilts, Butcher. April 16 at 11 at the Bell Hotel, Swindon

Joy, Seth, Manchester, Flock Manufacturer. April 22 at 2 at offices of Myers, Kennedy st, Manchester

Kaufman, Samuel Harlman, Newcastle-upon-Tyne, Teacher of Languages. April 12 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Kemp, George, Sheffield, Surgeon. April 13 at 12 at the Cutlers' Hall, Church st, Sheffield. Ferrell, Sheffield

Langley, Richard, Bolsover, Derby, Publican. April 17 at 3 at offices of Gee, High st, Chesterfield

Larder, West, Bardney, Lincoln, Farmer. April 14 at 11 at offices of Toynbee and Larken, Bank st, Lincoln

Lawson, Edward, Flixton, Lancashire, Auctioneer. April 15 at 3 at offices of Cobbett and Co, Brown st, Manchester

Mammell, Charles, Sheffield, York, Cabinet Maker. April 7 at 3,30 at offices of Brailsford, jun, Fitzroy lane, Sheffield

Marsden, Joseph, Salford, Lancashire, Tailor. April 5 at 11 at offices of Berry, Market place, Huddersfield

Martin, Henry, Sheffield, Butcher. April 7 at 12 at offices of Auty and Son, Queen st, Sheffield

Middlebrook, Johnson, Leeds, Cloth Manufacturer. April 7 at 12 at offices of Scatcherd, Albion st, Leeds

Millar, William, Shenfield, Draper. April 9 at 11 at offices of Binney and Son, Queen st chambers, Sheffield

Mills, William, Southampton, Carrier. April 9 at 3 at offices of Shutte, Portland st, Southampton

Morris, Susan, Presteigne, Radnor, Grocer. April 13 at 1 at the Town Hall, Leominster

Nash, John, and William Nash, Vauxhall walk, Lambeth, Tool Handle Manufacturers. April 13 at 2 at offices of Pedley, Bush lane

Nunns, Walter, Ipswich, Suffolk, Cattle Dealer. April 9 at 11 at offices of Pollard, St Lawrence st, Ipswich

Oldfield, Alfred, Halifax, York, Dyer. April 7 at 3 at the White Swan Hotel, Halifax. Wavell and Co, Halifax

Peacock, Thomas, Middlesborough, York, Butcher. April 8 at 3 at offices of Draper, Albert rd, Middlesborough

Phillips, Thaddeus Deschamps Seaborne, Bristol, Carver. April 9 at 2 at offices of Fussell and Co, Liverpool chambers, Corn st, Bristol

Provost, Charles Edward, Wisbech, Cambridge, Plumber. April 8 at 2 at offices of Hensman and Nicholson, College hill, Cannon st. Ollard and Co, Wisbech

Ramsden, Abraham Walmsley, Bradford, York, Stuff Manufacturer. April 12 at 11 at offices of Gardiner, Bond st, Bradford

Roberts, Ann, Treherbert, Glamorgan, Licensed Victualler. April 8 at 12 at the New Inn Hotel, Pontypridd. Rosser, Aberdare

Russell, Mary Ann, Dudley, Worcester, Beer Retailer. April 3 at 11 at offices of Lowe, Wolverhampton st, Dudley

Shepherd, George, Basford, Nottingham, Blacksmith. April 6 at 12 at offices of Balk, Middle pavement, Nottingham

Smith, Thomas Shepherd, Bradford, York, Tripe Dresser. April 7 at 11 at offices of Wood and Kilner, Commercial bank buildings, Bradford

Snell, Henry, Birmingham, Grocer. April 7 at 3 at offices of Brown, Waterloo st, Birmingham

Sutton, Thomas, Ramsgate, Kent, Coach Builder. April 8 at 3 at 1, York st, Ramsgate. Edwards

Swyer, Charles Robert, Eccles, Lancashire, Architect. April 8 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Tatham, Albert, Ilkeston, Derby, Cabinet Maker. April 9 at 10 at offices of Acton, Victoria st, Nottingham

Taylor, Jonathan Hall, Newcastle-upon-Tyne, Butcher. April 9 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Thomas, William, and Thomas Lewis, Beech st, Barbican, Gold Lace Manufacturers. April 9 at 2 at the London Joint Stock Bank chambers, West Smithfield. Hubbard

Timmins, Charles Davies, Aberystwith, Cardigan, Grocer. April 7 at 3 at the Town Hall, Aberystwith. Ravenhill

Tompkins, John, Stockton-on-Tees, Durham, Innkeeper. April 7 at 3.30 at offices of Draper, Finkle st, Stockton-on-Tees

Tucker, Joseph Peter, Southampton, China Dealer. April 8 at 2 at offices of Nicholls and Leatherdale, Old Jewry chambers, Old Jewry. Guy, Southampton

Webster, Henry Bentley, York, Earthenware Manufacturer. April 7 at 12 at offices of Wilkinson, St Helen's square, York

Welsh, Thomas, Newcastle-upon-Tyne, Grocer. April 6 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne

Westerby, Thomas William, and Edwin Benson, Leeds, Engineers. April 8 at 11 at offices of Hardwick, Boar lane, Leeds

Williams, William Charles Haddy, Brighton, Sussex, Veterinary Surgeon. April 14 at 3 at offices of Goodman, Prince Albert st, Brighton

Withers, Gideon, Limpsfield, Surrey, Grocer. April 7 at 3 at 145, Cheapside. Piesse and Son, Old Jewry chambers

Worth, William Henry, jun, Horsham, Sussex, Tobacconist. April 9 at 2 at offices of Bostock and Rawlinson, West st, Horsham. Stuckey, Brighton

TUESDAY, March 30, 1875.

Allen, James, Portsea, Hants, Lodging House Keeper. April 13 at 1 at offices of Wainscot, Union st, Portsea. Vosper, Southsea

Armstrong, John, Gateshead, Durham, Grocer. April 14 at 2 at offices of Eladon, Royal Arcade, Newcastle-upon-Tyne

Beards, John Thomas, Maid's Moreton, Buckingham, no occupation. April 13 at 3 at the White Hart Hotel, Buckingham. Hubbard, West Smithfield

Bishop, John, Leeds, Grocer. April 9 at 1 at offices of Rooke and Midgley, Boar lane, Leeds

Blower, Thomas Sylvester, Llangovan, Monmouth, Farmer. April 10 at 11 at offices of Gardner, Usk

Blower, William, Wonastow, Monmouth, Farmer. April 8 at 11 at offices of Gardner, Usk

Butterworth, Thomas Taylor, Birmingham, Haulier. April 9 at 11 at offices of Jackson, Lombard st, West Bromwich

Chapman, William James, Manchester, Beer Retailer. April 12 at 3 at offices of Stead, Bank chambers, Essex st, Manchester

Christian, John, Eaton, Leicester, Butcher. April 14 at 11 at the Red Lion Hotel, High st, Grantham. Law, Stamford, Lincoln

Cook, Charles, Southminster, Essex, Builder. April 19 at 5 at the King's Head Inn, Southminster. Digby and Co, Maldon

Cozner, Felix, Coleford, Somerset, Carpenter. April 9 at 1 at the Grand Hotel, Broad st, Bristol. Cruttwell and Co, Frome

Davies, Isaac Lewis, Swansea, Glamorgan, Draper. April 9 at 2 at offices of Smith and Co, Somerset place, Swansea

Des Forges, Peter, Kingston-upon-Hull, Watchmaker. April 9 at 3 at offices of Davies, Bennett's hill, Birmingham. Liversack, Hull

Drew, William, Montacute, Somerset, Tailor. April 21 at 12 at offices of Glyde, Wyndham House, Princes st, Yeovil

Fernyhough, Thomas Major, Tranmere, Cheshire, Hotel Keeper. April 16 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Rundle, Liverpool

Foster, David, and William Lockwood, Attercliffe, Sheffield, Ironfounders. April 9 at 12 at offices of Tattershall, Queen st, Sheffield

Fox, Peter, Liverpool, Draper. April 9 at 12 at offices of Carruthers, Clayton square, Liverpool

Frost, Daniel Slough, Bucks, Greengrocer. April 12 at 3 at offices of Durant, Guildhall chambers, Basinghall st

Gatus, William, Scarborough, York, Lodging House Keeper. April 9 at 3 at offices of Wellburn, Westborough st, Scarborough

Grassby, Benjamin, Dorchester, Dorset, Wood Carver. April 20 at 11 at offices of Burnett, South st, Dorchester

Harrison, Joshua, Market Rasen, Lincoln, Draper. April 20 at 4 at offices of Page and Padley, Market Rasen

Hartt, Frederick Charles, Attleborough, Norfolk, Miller. April 15 at 3 at the Exchange Hotel, Norwich. Fenton, Albion terrace, Kingsland

Hill, James, Balsall heath, Worcester, Cab Proprietor. April 9 at 12 at offices of Fallows, Cherry st, Birmingham

Hindley, Joseph, Chester, Painter. April 12 at 12 at offices of Nordon, Bridge st row east, Chester

Hornby, John, South Shields, Durham, Grocer. April 15 at 2 at offices of Purvis, King st, South Shields
Janey, William, Aston, nr Birmingham, out of business. April 16 at 12 at offices of Fallows, Cherry st, Birmingham
Jones, James, Harborne, Stafford, Gardener. April 14 at 11 at offices of Beale and Co, Waterloo st, Birmingham
Jones, Mary, Amhurst rd, Stoke Newington. April 13 at 2 at offices of Elam, Walbrook
Lawton, Abraham, Stockport, Cheshire, Licensed Victualler. April 14 at 4 at offices of Best, Lower King st, Manchester
Lewis, Jane, and Julia Matilda Lewis, Worcester, Licensed Victuallers. April 9 at 11 at offices of Tree, Sansome st, Worcester
Lewry, George Bride, Gurney rd, Stratford, Clerk. April 14 at 3 at offices of Godfrey, Gresham buildings, Guildhall
Merry, John, Kidlington, Oxford, Baker. April 14 at 11 at offices of Mallow, High st, Oxford
Morris, William Francis, Staple inn, Holborn, Solicitor. April 7 at 12 at offices of Howse, Staple inn, Holborn. Parkes, Beaufort buildings, Strand
Nelson, James, Castleford, York, Woollen Manufacturer. April 10 at 10 at offices of Terry and Robinson, Market st, Bradford
Parker, James Brown, Upton, Norfolk, Farmer. April 13 at 12 at the Maid's Head Hotel, Wensum st, Norwich. Cole, Norwich
Powney, William Henry, Yeovil, Somerset, Grocer. April 12 at 12 at the Guildhall Tavern, King st, London. Watts, Yeovil
Quarmby, John, Barrow-in-Furness, Lancashire, Grocer. April 13 at 12 at Sharp's Temperance Hotel, Strand, Barrow-in-Furness. Williams, Barrow-in-Furness
Reed, William, Davonport, Devon, Boot Manufacturer. April 10 at 12 at offices of Sole and Gill, Devonport
Retekin, Thomas, Swansea, Glamorgan, Marine Store Dealer. April 9 at 12 at offices of Sherwood, Castle Bailey st, Swansea
Ricketts, Frederick William, Liverpool, Surgeon. April 9 at 3 at offices of Jameson, Unity buildings, Lord st, Liverpool
Robinson, William, Apperley bridge, York, Butcher. April 8 at 11 at the Queen's Hotel, Apperley bridge. Eastburn, Otley
Rutherglen, John Kerr, Great Winchester st buildings, Merchant. April 19 at 2 at offices of Coburn, Leadenhall st
Sandberg, Rev Samuel, Scarborough, York. April 7 at 3 at 73, St Thomas st, Scarborough. Moody and Co
Shimmen, John, North Shields, Northumberland, Coal Merchant. April 13 at 1 at the County Court Offices, Westgate rd, Newcastle-upon-Tyne. Purvis, South Shields
Shuker, John, Worcester, out of business. April 6 at 11 at the George Inn, Ludlow. Tree, Worcester
Simpson, Frederick, Bradford, York, Grocer. April 9 at 11 at offices of Yewdall and Son, New Market st, Bradford
Snell, Jane, Aberavon, Glamorgan, Greengrocer. April 12 at 1 at the Swan Hotel, Bridge st, Bristol. Tennant, Aberavon
Taylor, Alfred, Bury St Edmunds, Suffolk, Builder. April 20 at 2 at the Guildhall, Bury St Edmunds. Gross
Verey, Arthur, Dover, Kent, Engineer. April 9 at 2 at offices of Wilkins, Gracechurch st. Marsden and Son, Queen st, Cheapside
Vine, Charles, Surbiton, Surrey, Milk Dealer. April 6 at 3 at offices of Andrews and Pope, Dorchester, in lieu of the place originally named
Warren, Abraham, Plymouth, Devon, Licensed Victualler. April 15 at 12 at offices of Square, George st, Plymouth
Williams, Owen, Conway, Carnarvon, Draper. April 7 at 12 at the Queen's Hotel, Chester. Hughes and Jones, Conway
Zacco, Nicholas Desylla, and John Kessisoglu, Adam's court, Old Broad st, Merchants. April 19 at 2 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane

CHISLEHURST, KENT.

Homewood, the choice and singularly desirable residence of the late Wm. Tarn, Esq., with excellent stabling and outbuildings, two lodges, conservatories, and hothouses, delightful pleasure grounds, and rich paddocks, the whole comprising about forty-five acres of park-like grounds.

MESSRS. HARDS, VAUGHAN, & JENKINSON are instructed by the Executors to SELL by AUCTION, at the MART, City, on THURSDAY, APRIL 29th, at TWO o'clock, the very valuable FREEHOLD RESIDENTIAL PROPERTY, known as Homewood, situate immediately adjoining and surrounded by the estate of Earl Sydney, at Chislehurst, Kent, one of the most beautiful and universally admired spots in the county, about twelve miles from London, and a short distance from the common and church, Camden House (the residence of the ex-Empress of the French), and two railway stations on the South-Eastern line, giving access to City and West-end in thirty minutes. It comprises a handsome and exceedingly well-built mansion of moderate size, but replete with every modern comfort, approached by a long carriage drive, and two lodge entrances, with extensive lawns and pleasure grounds embellished with the choicest flowers and shrubs, and timber trees, small ornamental lake, conservatories, fine ranges of hot and green houses, vineries, &c., summer dairy, laundry, &c., large and well-stocked walled kitchen garden, ample and superior stabling, suitable farm-buildings, and three model cottages, together with about forty-five acres of beautifully timbered park-like grounds, the whole possessing extensive and valuable frontages. The property is in perfect order throughout, the late Mr. Tarn having most carefully and judiciously arranged anew the mansion (involving almost its rebuilding) and spared no pains and expense in rendering the whole estate a most desirable and enviable abode. The soil is gravel and the locality exceedingly healthy. Possession will be given on completion.

Particulars, plans, and conditions of sale may be obtained of
T. M. HARVEY, Esq., Solicitor, 6, Old Jewry, E.C.;
and of the Auctioneers, 62, Moorgate-street, E.C., and Greenwich.

SIDCUP, KENT.

By order of the Executors of the late Wm. Tarn, Esq.—In the midst of the beautiful district near Chislehurst, the Crays, and Bexley, less than 1,000 yards from the Sidcup station on the Dartford loop line of railway, and thus within thirty minutes' ride of the City. The very valuable Freehold Building Estate, known as Longlands-park, chiefly already laid out and ready for immediate operations, with the old Mansion-house and gardens, ornamental water, &c.; also a detached Cottage Residence adjoining, with large gardens, stabling, and seven acres of land.

MESSRS. HARDS, VAUGHAN, & JENKINSON are instructed by the Executors to SELL by AUCTION, at the MART, City, on THURSDAY, APRIL 29th, at TWO, the above highly valuable and important FREEHOLD BUILDING ESTATES, comprising about fifty-eight acres. A great outlay has been made by the late Mr. Tarn in the construction of fine broad roads from the high Maidstone-road leading to and converging upon that close to the railway station, and in making sewers, and the building frontages thus created exceed 10,000 feet, irrespective of that portion of the estate (about twenty-eight acres) on the opposite side of the high road not yet laid out in roads. The whole estate offers very choice sites for first-class residences in a neighbourhood around London difficult to equal in its natural advantages, its healthy and exceedingly picturesque position and surroundings, and its easy accessibility from town. Also a detached Freehold Cottage Residence, with stabling, outbuildings, greenhouse, productive, well-stocked garden, and about seven acres of valuable Freehold Building Land (now in rich old pasture) situate adjoining the Longlands-hall Estate, on the high road to Sidcup and Footscray, and known as Longlands Cottage, in the occupation of a responsible tenant, but early possession can be had.

Particulars, plans, and conditions of sale may be had of
T. M. HARVEY, Esq., Solicitor, 6, Old Jewry, E.C.;
or of the Auctioneers, 62, Moorgate-street, E.C., and Greenwich, Kent.

GLOUCESTER-SQUARE, HYDE-PARK.

Improved Leasehold Ground Rents, of which about 58 years are unexpired, amounting together to £126 9s. per annum, amply secured upon eight first-class Residences, Nos. 41 to 48, Gloucester-square, Hyde-park, held at ground rents amounting to £3 11s. per annum. Each house is let on a separate lease. The rack rental value of the whole is about £1,000 per annum.

MESSRS. DRIVER are instructed to SELL by AUCTION, at the MART, LONDON, on TUESDAY, APRIL 13th, the above LEASEHOLD GROUND RENTS, held direct from the Trustees of the Paddington Estate, for a term of which about 58 years are unexpired.

Particulars of
Messrs. BRIDGES, SAWTELL, HEYWOOD, & RAM, Solicitors, 23, Red Lion-square; and of
Messrs. DRIVER, Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

LAND, TIMBER, AND HOUSE PROPERTY.

MESSRS. BUTCHER & BOWLER (late of No. 7, Whitehall-place) beg leave to notify their removal to New Craven-chambers, Corner of Craven-street and the Strand (one minute's walk from the Charing Cross Railway Terminus), where all matters of business relating to the Sale, Purchase, Valuation, or Management of Real and Personal Estate and Timber, will receive the especial attention of Mr. W. A. BOWLER, Member of the Institution of Surveyors (formerly for many years a principal assistant to Messrs. CLUTTON, of Whitehall-place, Crown and Ecclesiastical Surveyors), whose thirty years' experience throughout England and Wales has qualified him to give satisfaction to all who may honour the firm with their commands.

NORWICH OFFICES—Theatre-street, St. Stephen's.
LONDON OFFICES—New Craven-chambers, Corner of Craven-street, Strand.

Periodical Sales of Land, Freehold and Leasehold Properties.

MESSRS. MARSH, YETTS, & MILNER announce that their PERIODICAL SALES for the year 1875 of LAND DOMAINS, Mountain Ranges, Woods, Forests, and Important Residential, Agricultural, and Sporting Estates, Suburban Properties, City and Business Premises, will take place at the MART, TOKENHOUSE-YARD, near the Bank of England, in the City of London, upon the following Thursdays in each month throughout the present year—

April 8th, 15th, 22nd	August 12th, 19th, 26th
May 13th, 20th, 27th	September 9th, 16th, 23rd
June 10th, 17th, 24th	October 14th, 21st, 28th
July 8th, 15th, 22nd	November 11th, 18th, 25th
	December 9th, 16th, 23rd

Other special appointments are arranged for the holding of sales in distant places where local auctions are deemed advisable.
City Auction, Land, and Reversion offices, 54, Cannon-street, London (established 1843).

Notice.

MESSRS. MARSH, YETTS, & MILNER have much satisfaction in announcing that nearly every property they have had the honour of offering to auction during the past year has either been sold under the hammer or disposed of by private treaty, and they are now prepared to give prompt and vigorous attention to any instructions they may receive for the early ensuing Spring season.—City Auction, Land, and Reversion Offices, 54, Cannon-street, E.C. (established 1843).

Periodical Sales by Auction (established 1843) of Absolute or Contingent Reversions to Funded Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and Shares of every kind, Bonds, Advowsons, Next Presentations, Rent Charges, Freehold and Leasehold Ground-rents, Residential and Agricultural Estates, and all descriptions of present or prospective property.

MESSRS. MARSH, YETTS, & MILNER announce that their forthcoming PERIODICAL SALES by AUCTION take place at the GUILDHALL COFFEE-HOUSE the first THURSDAY in every month throughout the present year as follows;—

Thursday, May 6th	Thursday, July 1st	Thursday, Oct. 7th
Thursday, June 3rd	Thursday, Aug. 5th	Thursday, Nov. 4th
	Thursday, Sept. 2nd	Thursday, Dec. 2nd

Periodical Sales by Auction (established 1843) of Reversions, Policies, Annuities, &c., for March the 4th.

MESSRS. MARSH, YETTS, & MILNER are now preparing printed particulars for their next SALE, which will take place on Thursday, May the 6th. Solicitors and others desirous of including lots in this sale are requested to forward instructions immediately, so that the advantages of early publicity may be secured. It is considered that the success which attends these sales is chiefly attributable to the timely circulation of the particulars.—Terms at Messrs. Marsh, Yetts, & Milner's City Auction, Land, and Reversion offices, 54, Cannon-street (established 1843).

Notice.—Auction Appointments for the early Spring.

MESSRS. MARSH, YETTS, & MILNER are desirous of directing the attention of Solicitors and owners, having property intended to be offered to Auction, to the Advisability of their giving as early intimation as possible of probable sales, as Messrs. Marsh, Yetts, & Milner always pre-arrange and classify their auctions so as to induce the attendance of numerous buyers.—Address City Auction, Land, and Reversion Offices, 54, Cannon-street, London (established 1843).

WIGMORE-STREET, WARWICK-SQUARE, SOUTH BELGRAVIA, BAYSWATER, MAIDA-HILL, AND BRIXTON.

Important Sale of first-class Leasehold Properties, let on lease at low rents, and offering excellent investments. For sale by order of the Trustees under the will of the late Abraham Leveau, Esq., deceased.

MESSRS. DEBENHAM, TEWSON, & FARMER will SELL, at the MART, on TUESDAY, APRIL 13, at TWO, in ten lots, the following valuable LEASEHOLD PROPERTIES:—

Lot 1. The capital House and Shop, known as No. 35 (late 40), Wigmore-street, Cavendish-square; let on lease at £200 per annum.

Lot 2. The excellent Town Residence No. 77, Warwick-square, South Belgravia; let upon lease at £145 per annum.

Lot 3. The adjoining Residence, No. 78, Warwick-square, South Belgravia; let on lease at the very inadequate rent of £110 per annum.

Lot 4. The superior Residence, No. 78, Porchester-terrace, Bayswater; let on lease at £126 10s. per annum.

Lot 5. The capital Stabling in Porchester-square-mews, immediately in the rear of the preceding lot. With possession.

Lot 6. The excellent Residence, known as No. 9, Clifton-villas, Maida-hill; let on lease at £40 per annum.

Lot 7. The desirable Residence, No. 37, Clifton-gardens, Maida-hill let on lease at £50 per annum.

Lot 8. The capital Residence, No. 53, Loughborough-park, Brixton, with a piece of Freehold Land in the rear; let on lease at £65 per annum.

Lot 9. The desirable House, known as Albion-villa, No. 165, Loughborough-road, Brixton; let on lease at £45 per annum.

Lot 10. The similar House, known as Albion-house, No. 167, Loughborough-road, Brixton; let on lease at £45 per annum.

The above-named properties are all held for terms varying from 28 to 74 years, at extremely moderate ground-rents, and are let to a number of unexceptionable tenants, who covenant to insure, repair, and pay all outgoings.

May be viewed by permission of the tenants, and particulars, with conditions of sale, may be obtained of
Messrs. JACKSON, FOX, & ELLEN, Solicitors, 55, Chancery-lane; and of the Auctioneers, 80, Cheapside.